



डेडीकेटेड फ्रेट कोरीडोर

**Tender No. PRYJ (E)/EN/HK-OS/OT-14/25/2022/01**

For

Providing Manpower Services of Steno-Cum-PA, Auto CAD Operator, Computer Operator/Data Entry Operator, Field Man/Office Attendant, House Keeping Horticulture Staff etc. in the jurisdiction of CGM/DFCCIL/Prayagraj/East.

E-Tender Document

(Single Packet)

April – 2022

Employer:

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

Under

**Ministry of Railway**

**CGM OFFICE**

Chief General Manager/DFCCIL  
2<sup>nd</sup> Floor, OCC Building,  
Near Jhalwa Chauraha, Prayagraj- 211001,  
Uttar Pradesh, India

**CORPORATE OFFICE**

DFCCIL, 5<sup>th</sup> Floor, Supreme Court Metro Station Building,  
New Delhi – 110001

### **Table of Contents**

<b>SN</b>	<b>Description</b>	<b>Page No.</b>
<b>1</b>	<b>Section-1-</b> Notice inviting Bids	<b>3-5</b>
<b>2</b>	<b>Section-2-</b> Covering Letter	<b>6</b>
<b>3</b>	<b>Section-3-</b> Instructions to Bidders	<b>7-15</b>
<b>4</b>	<b>Section-4-</b> General Terms & Conditions of contract	<b>16-19</b>
<b>5</b>	<b>Section-5-</b> Essential qualification and Scope of services	<b>20-22</b>
<b>6</b>	<b>Section-6-</b> Special Conditions of Contract	<b>23-29</b>
<b>7</b>	<b>Section-7-</b> Financial Bid , Leave, TA	<b>30-33</b>
<b>8</b>	<b>Annexure-I-</b> Format of Experience Certificate	<b>34</b>
<b>9</b>	<b>Annexure-II-</b> Certificate of not having been blacklisted.	<b>35</b>
<b>10</b>	<b>Annexure-III-</b> Checklist of documents submitted with the Bid.	<b>36</b>
<b>11</b>	<b>Annexure-IV-</b> Bidder's general information	<b>37</b>
<b>12</b>	<b>Annexure-V-</b> Statement of works completed during last three financial years & current year	<b>38</b>
<b>13</b>	<b>Annexure-VI-</b> Details of contractual payment received in last three financial years and current financial year.	<b>39</b>
<b>14</b>	<b>Annexure-VII-</b> Constitution of company	<b>40</b>
<b>15</b>	<b>Annexure-VIII-</b> Form of performance security	<b>41-42</b>
<b>16</b>	<b>Annexure-IX-</b> Form of Agreement	<b>43</b>
<b>17</b>	<b>Annexure-X-</b> No Claim certificate	<b>44</b>
<b>18</b>	<b>Annexure-XI-</b> Real time gross savings(RTGS)/National Electronic Fund Transfer(NEFT)	<b>45</b>
<b>19</b>	<b>Annexure-XII-</b> Guidelines for Partnership Firm	<b>46-48</b>
<b>20</b>	<b>Annexure-XIII-</b> Details of substantially completed works	<b>49</b>
<b>21</b>	<b>Annexure-XIV-</b> PRE CONTRACT INTEGRITY PACT	<b>50-54</b>

**Section- 1****NOTICE FOR INVITING E- TENDER**

SN	Tender No.	PRYJ (E)/EN/HK-OS/OT-14/25/2022/01
1	Name of Work	Providing Manpower Services of Steno-Cum-PA, Auto CAD Operator, Computer Operator/Data Entry Operator, Field Man/Office Attendant, House Keeping Horticulture Staff etc. in the jurisdiction of CGM/DFCCIL/Prayagraj/East
2	Employer	Chief General Manager/PRYJ(E) 2 <sup>nd</sup> Floor, OCC Building, Near Jhalwa Chauraha, Prayagraj- 211001, Uttar Pradesh, India Acting Through: Dy.PM/Engg./PRYJ/DFCCIL, Mob:-6387674238
3	Estimated Cost of Work	<b>Rs. 3,76,18,249/-</b> (Rupees Three Crore Seventy Six Lac Eighteen Thousand Two Hundred Forty Nine only)
4	Completion Period	<b>24 Month</b> (Twenty Four months from the date of engagement of the outsource staff as would be prescribed in LOA).
5	Type of BID	Open E-Tender (Single Packet)
6	Bid Security	Rs. 7,52,365/- (Seven Lakh Fifty Two Thousand Three Hundred Sixty Five) the amount shall be deposited electronically through IREPS portal only.
7	Performance Bank Guarantee	Performance Guarantee (PG) have to submit within 21 (21) days from the date of issue of Letter of Acceptance (LOA), amounting to 3% of the contract value as per GCC.
8	Date and Time of start and submission of filled Tender Document	NIT and Tender Document can be viewed from 16.04.2022 and Bidding can be started from 22.04.2022. Bids can be submitted upto 15:00 hrs of 06.05.2022 through <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
9	Date and Time of Tender opening online	At 15:30 Hours on 06.05.2022
10	Validity of offer	60 Days from the date of opening of tender
11	E-Tendering Web Site address and Help Desk No.	<a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and helpdesk no. 011-23761525 (10 Lines) Timings: 08:00 AM to 07:00 PM
12	Cost of Tender Document (Non-Refundable)	Rs. 10,000/- + 18% GST as applicable, the amount shall be deposited electronically through IREPS portal only.
13	Last Date of Submission	06.05.2022 up to 15:00 hrs

**Dy. Chief Project Manager  
DFCCIL/Prayagraj (East)**



**Dedicated Freight Corridor Corporation of India Limited**  
A Govt. of India Undertaking, (Ministry of Railway) Enterprise  
2<sup>nd</sup> Floor, OCC Building, Near Jhalwa Chauraha, Subedarganj,  
N.C. Railway, Prayagraj- 211012

Dear Sir,

.....  
.....  
.....

- 1.0** Chief General Manager, DFCCIL, 2<sup>nd</sup> Floor, OCC Building, Near Jhalwa Chauraha, Subedarganj, N.C. Railway, Prayagraj- 211012 for and on behalf of DFCCIL invites sealed **open E - Tenders in single packet system** for undertaking the following work:

Tender No.	Name of work
<b>PRYJ (E)/EN/HK-OS/OT-14/25/2022/01</b>	Providing Manpower Services of Steno-Cum-PA, Auto CAD Operator, Computer Operator/Data Entry Operator, Field Man/Office Attendant, House Keeping Horticulture Staff etc. in the jurisdiction of CGM/DFCCIL/Prayagraj/East.

## **2.0 DETAILS OF TENDER DOCUMENTS**

- 2.1 Tender Documents:** The interested tenderers, who wish to participate and to download the tender document, should visit website [www.ireps.gov.in](http://www.ireps.gov.in) which is the only website for bidding their offer, NIT and Tender Document can be viewed from 16.04.2022 and Bidding can be started from 22.04.2022. Bid can be submitted upto 15:00 hrs of 06.05.2022 through [www.ireps.gov.in](http://www.ireps.gov.in), after successful payment of form fee & EMD in the form of e-payment made through IREPS portal only.

- 2.2 Date of Receipt and opening of Tenders:** NIT and Tender Document can be viewed from 16.04.2022 and Bidding Can be started from 22.04.2022. Bids can be submitted upto 15:00 hrs of 06.05.2022 through [www.ireps.gov.in](http://www.ireps.gov.in). The Tender shall be opened on the same day in the presence of tenderers who choose to remain present. Date and Time of Tender opening online is 15:30 hrs. of 06.05.2022. DFCCIL will not be responsible for any delays in receiving the Tendering documents by the tenderer or receipt of Tenders by DFCCIL. Tender received after the opening shall not be considered for evaluation and will be dealt with as per extant policy.

- 2.3 Address for Communication:** Interested Tenderers may obtain further information from the address given below:

**Chief General Manager**

**Dedicated Freight Corridor Corporation of India Limited**

**Office of The Chief General Manager, DFCCIL, 2nd Floor, OCC Building, Near Jhalwa Chauraha, Subedarganj, N.C. Railway, Prayagraj- 211012.**

**Telephone No. 0532-2287610 and E-mail-opsrivastava@dfcc.co.in**

- 2.4** Tenderers are requested to give unconditional offers only. A conditional offer, having financial implication, will be summarily rejected.

## **3.0 Completion Period**

Contract shall be deemed to have commenced from date of issuance of letter of acceptance and shall be in force for an initial period of two years extendable further for one year or more with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

#### **4.0 General**

- 4.1** The offer should be valid for 60 days from the date of opening of the tender, being extended further if required by mutual agreement from time to time. The Tenderers cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Bid Security (Earnest money).

#### **4.2 The following mandatory documents required for Manpower Service Provider:**

##### **Care in Submission of Tenders –**

**(Railway Board letter no. 2017/CE-I/CT/4/GST dated 23.06.2017)**

- (i)** The Tenderer should have EPF Code, ESI registration no., PAN, Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (ii)** 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 railway immediately after the award of contract, without which no payment shall be released to the agency. The agency shall be responsible for deposition of applicable GST to the concerned authority.
- (iii)** In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway/DFCCIL shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.
- (iv)** Registration under the applicable labour laws and should submit the copy of the same.
- (v)** The agency should submit minimum one satisfactory performance reports of work for manpower service of outsourced persons from Govt./PSUs./Autonomous Bodies during the last three years.
- (vi)** Tenderer should submit requisite paper from agency which had deployed firm and certificate of satisfactory completion of work.
- (vii)** Tenderer shall give an affidavit on Non Judicial stamp paper of Rs. 20/-that in last three years to be reckoned from dated of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected.
- (viii)** Audited financial statement for last three years should be submitted along with the bid document (F.Y. 2018-19, F.Y. 2019-20, F.Y. 2020-21 upto tender opening date)

#### **4.3 The tenderer shall submit following certificate –**

“I/We declare that we have submitted all the relevant documents required for the work like turnover details, credentials, ITCC, certificate for various related work etc and has nothing more to submit.”

## **Section - 2**

Format for covering letter of Tender.  
(On letter head of firm/company)

**Chief General Manager  
Dedicated Freight Corridor Corporation of India Limited  
DFCCIL, 2nd Floor, OCC Building, Near Jhalwa Chauraha,  
Subedarganj, N.C. Railway, Prayagraj- 211012**

**Sub:** Providing Manpower Services of Steno-Cum-PA, Auto CAD Operator, Computer Operator/Data Entry Operator, Field Man/Office Attendant, House Keeping Horticulture Staff etc. in the jurisdiction of CGM/DFCCIL/Prayagraj/East.

**Ref: Tender notice no. PRYJ (E)/EN/HK-OS/OT-14/25/2022/01**

1. I/We-----have read the various conditions of tender attached hereto and hereby agree to a Tender document by the said conditions. I also agree to keep this tender open for acceptance for a period of **60 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 full "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to Tender document by the General Conditions of the Contract and to carry out the work according to the Special Conditions of contract as laid down by the DFCCIL Administration for the execution of present contract.

2. I/We do not execute the contract agreement within 15(Fifteen) days of the date of receipt of Letter of Acceptance or on receipt of notice by the DFCC administration that such documents are ready.
3. I/We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 3% of the contract value as per the proforma prescribed by DFCC, within 21 days of receipt of letter of acceptance.
4. I/We do not commence the work within 21 days after receipt of Letter of Acceptance.
5. 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.
6. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by DFCCIL for further participation in the future tenders of DFCCIL.
7. I/We certify that quoted rates are inclusive of all tax (except service tax), duties and/or any other statutory levies applicable on the services.
8. I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject services to the DFCCIL. The following persons may be contacted for any information or clarifications relating to this Contract.

Signed.....

In the capacity of .....

Duly authorized to sign offers for and on behalf of

Bidder's Name.....



### Section - 3

#### INSTRUCTIONS TO BIDDERS

**Chief General Manager, Pryagraj (East), DFCCIL**, for and on behalf of DFCCIL invites, bids under **open E-Tenders in single packet** system from the bidders for-

**“Providing Manpower Services of Steno-Cum-PA, Auto CAD Operator, Computer Operator/Data Entry Operator, Field Man/Office Attendant, House Keeping Horticulture Staff etc. in the jurisdiction of CGM/DFCCIL/Prayagraj/East.”**

**3.1 General:** All bidders must note that this being E-tender, bids received only through e-tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected. Further following instructions should be noted by bidders:-

**(i) Submission of E-Tender:**

**Tender Document obtaining Process:-**

As per advisory of Ministry of Commerce & Industry, Department of Commerce LetterNo:31/14/1000/2014-GA, D ted:17th-Sep- 2014, ***Bids submitted by the bidder necessarily has to be over and above zero percentage, further zero percent includes all derivatives of zero i.e 0.9999 and thereof .Any service charge not adhering to the above guidelines should be considered unresponsive and such bid should not be consid red*** . Hence, Bids below 01 (One) Percent and above will be considered for Evaluation and Bids below 01 (One) Percent will be summarily rejected.

It is mandatory for all Tenderers to have Class – III Digital Signature Certified from any of the Licensed Certifying Agencies (CA) to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)), in the name of the person who will submit the online tender and is authorized to do so.

To Participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have User ID and Password. [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of Tender.

‘Vendor manual’ containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

It is mandatory for the successful Bidder to get registered and obtain User ID/Password on shramikkalyan portal . Thereafter to upload the data of outsource Employees.

**(ii) Submission of Offer:**

Tender shall be submitted through online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tender submitted by any other mode will not be accepted.

All the required documents (legible) as mentioned in Check list from S.No. 1-6 (Annexure – III) have to be uploaded along with the offer on [www.ireps.gov.in](http://www.ireps.gov.in) failing which, the bid shall be summarily rejected and shall not e considered for further evaluation.

The detailed instruction of e-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in).

The addendum/Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in).

The Tender will be accepted only in e-tendering mode and no other mode of submission shall be accepted.

The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in)

The bid shall be accepted through online mode only.

Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.

Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all addendums and Corrigendum.

All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.

After award of contract to the successful Contractor, if it is observed there is any discrepancy or, ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:-

- i) Financial Bid.
- ii) Notice Inviting Tender.
- iii) Instructions to Bidders.
- iv) Scope of Work.
- v) Special Conditions of Contract.
- vi) General Conditions of Contract.

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Condition of Contract for the same Item.

Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.

Submission of tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work,

DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.

Tenderers may note that they are liable to be disqualified at any time during tendering procession in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.

The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor.



Modification/Substitution/Withdrawal of Bid:

- i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
- ii) The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.

Opening and Evaluation of Bid:

- i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section-I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.  
Address: Online Opening of Tender  
**Chief General Manager**  
**Dedicated Freight Corridor Corporation of India Limited**  
**DFCCIL, 2nd Floor, OCC Building, Near Jhalwa Chauraha,**  
**Subedarganj, N.C. Railway, Prayagraj- 211012.**
- ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital signatory are not same, the Bid shall be considered Non-Responsive.
- iii) The Authority shall Open Bid Documents received in electronic form online at 15:30 hours. on 06.05.2022.

Deadline for Submission of Tender:-

Tenderer must ensure the complete the tender submission process in time as [www.ireps.gov.in](http://www.ireps.gov.in) will stop accepting any Online Tender after Tender Closing due Date & Time (15.00 Hrs. of 06.05.2022).

Contractor may visit the site on any working day to assess to Scope of Work before submitting their offer.

Cost of Tender Document:

The Tenderer shall deposit Cost of Tender as prescribed in section- I, online through payment gateway of [www.ireps.gov.in](http://www.ireps.gov.in).

Earnest Money Deposit (Tender Security):

- i) The Tenderer must deposit the amount of Earnest Money for the amount prescribed in section-I through e-payment gateway available at IREPS portal only.
- ii) Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- iii) The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.
- iv) In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- v) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
  - a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or.
  - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 3% of contract value) as per Form No. 5 of Tender Document, within 21 days of issue of Letter of Acceptance; or
  - c) Does not commence the work within 7 days after receipt of Letter of Acceptance or Date as specified in the letter of Acceptance.
  - d) Withdraws the offer during the period of validity / extended validity.
  - e) When any of the information furnished by the tenderer not found true.
  - f) The forfeiture of Earnest money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

**(iii) Cost of Biddings:**

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

**(iv) Language of Bid:**

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

**(v) Currencies of Bid And Payment:**

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

**(vi) Period of Validity of Bids:**

Bids shall be signed by a authorized person and shall be valid for 60 days from the date of opening of the tender. The Bid for shorter validity period shall be rejected by the DFCCIL as non-responsive.

**(vii) Format And Signing of Bid:**

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

**(viii) Signing of Contract:**

The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response the successful bidder should sign the contract agreement (Annexure-IX) within **One Month** from the date of receipt of acceptance letter or when asked by the employer.

**(ix) Corrupt Practices:**

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

**(x)** Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition, the EMD of such tenderer shall be forfeited. The decision of DFCCIL in this respect shall be final and binding on the contractor.

**(xi)** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.

**(xii)** The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of his bid.

**3.2 Understanding And Amendments of Tender Documents:**

**3.2.1** The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

**3.2.2** The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

**3.2.3** At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

**3.2.4** DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

**3.3 Signing of All Bid Papers and Completing Financial Bid:** This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-3.1 of ITB.

**3.4 Deviations:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents.

**3.5 Deadline for Submission of Tender:**

**3.5.1** The bidder must ensure that the tender document is submitted before the closing time of the tender. The tender submission shall stop at prescribed date and time as mentioned in NIT.

**3.5.2** Bidder can anytime change the quoted rates before date & time of closing of tender.

**3.6 ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER:-**

SN	Criteria	Documents required
<b>i</b>	(i) The Bidder should have successfully completed at least one work of providing manpower services costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any government department/PSU. Date of start of work may not fall in this period. <b>OR</b> The Bidder should be carrying out at least one contract of providing manpower services in any Govt. deptt./PSU and should have rendered services continuously for a period of 12 months during the last three years {i.e. Current year and previous 03 financial years} in an ongoing contract. In this case, the value of the completed work in this ongoing contract before tender opening date shall not be less than 35% of the estimated cost of work.	The bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-I & II of the bid document.
<b>ii</b>	The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.	Copy of audited Profit/Loss Account, Balance Sheet, and copy of Income-Tax Return certified by Chartered Accountant for FY 2018-19, 2019-20, 2020-21. & current year.
<b>iii</b>	<b>a)</b> The bidder should be registered for ESI, EPF, GST, PAN number; <b>b)</b> 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 and there has not been any work cancelled against them for poor performance. <b>c)</b> The bidder should be registered under Contract Labour (Regulation and Abolition) Act'1970 and a valid labour licence under this Act.	Copy of Registration Certificate of ESI, EPF, GST, PAN No. to be enclosed. Performa of Affidavit is given in Annexure-II of the bid document. Copy of Registration Certificate under Contract Labour Act'1970 to be submitted.

**Note:**

Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria.

**3.7 DETAILS OF THE BIDDER:**

SN	Particulars	Details				
1	Name of the Agency (Manpower Service Provider)					
2	Address with telephone and Fax No. (in Allahabad and other State of India along with head office/ registered office)					
3	Status of applicant (Individual/proprietorship firm/ partnership - firm/private limited/ public limited/ Society/ autonomous bodies(attach documentary evidence)					
4	Types of services provided (Experience certificates to be enclosed)					
5	Manpower Details (Permanent and contract) of last three years indicating Number of man-month service provided in India year-wise.	Name of client	No. of man-power months (year-wise)			
			2018-19	2019-20	2020-21	Current Year
6	Annual Turnover of last three financial years (Audited financial statement of last three financial years to been closed)	2018-19	2019-20	2020-21	Current Year	
7	EPF Establishment Code No. (Attach documentary evidence)					
8	ESI Establishment Registration No. (Attach documentary evidence)					
9	PAN (Attach documentary evidence)					
10	GST Registration No. (Attach documentary evidence)					
11	Other Registration details under other applicable Labour Laws (Attach documentary evidence)					
12	List of clients along with their placement turn-over in numbers (Last3years)					
13	Attach Satisfactory performance report from existing clients from Govt./PSUs/Reputed Organization					
14	Executive Summary about the agency					

### **3.8 COST OF TENDER DOCUMENT 'AS PER NIT'**

### **3.9 COST OF EARNEST MONEY DEPOSIT (EMD) 'AS PER NIT'**

**3.10** The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended 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.

**3.11** All the pages of the tender documents, along with addendum/corrigendum shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.

### **3.12 Submission of Bids:**

The tender documents shall be submitted in online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) in single bids only. Single offer viz. containing technical offer and financial offer along with necessary documents. Detailed credentials as per the requirement of eligibility criteria and all tender papers (except Financial Bid) is to be uploaded in **"Technical offer"**. Only Contractor's profit/Agency's Commission/Administrative charges is to be quoted in Financial Bid and is to be uploaded in **"Financial offer"**. **Bids are required to be submitted only by online mode through [www.ireps.gov.in](http://www.ireps.gov.in) website only.**

- A tender received without on-line to Employer is liable to be rejected.
- Bidder cannot see uploaded/quoted rate once saved. Bidder can anytime change quoted rates before date & time of closing of tender.
- Original EMD & tender document fees received after opening of the tender shall be rejected.

### **3.13 Withdrawal of Tender:**

No Tender can be withdrawn after submission and during tender validity period.

**3.14** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

**3.15 Submission of Tender/Bid:-** The tenders shall be submitted on or before the due date and time with all the relevant documents as already mentioned above. Earnest Money and Tender Document fees shall be deposited in DFCCIL in the form as already mentioned.

**3.16** DFCCIL reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's bid.

**3.17** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

**3.18** The Tenderer is at liberty to be present either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

**3.19** All entries in the tender form should be legible and filled clearly. Overwriting, cuttings, if any, must be initialled by the person authorized to sign the tender bids. The rates should be quoted in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in **"Words"** shall be taken as correct.



**3.20** DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

**3.21** Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

**3.22 Opening of the Tender:**

- Tenders will be opened online at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of Tenderers who wish to attend the opening of tenders. Bid of the Bidders shall be opened on a subsequent date through process of e-Tendering only, which will be notified to such bidders on-line. The sequence of opening shall be:
  - (i) Earnest Money Deposit, (ii) Technical Bid & (iii) Financial Bid.
- Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- Tenderer’s name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

**3.23 Clarification of the Tenders:-**To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderer’s for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

**3.24 Preliminary Examination of Bids:-**The employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

- If there is a discrepancy between words and figures, the rate in words shall prevail.
- Prior to the detailed evaluation, employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:-
  - That affects in any substantial way the scope, quality or performance of the contractor.
  - That limits in any substantial way, inconsistent with the bidding documents, the employers rights or the successful Bidder’s obligations under the contracts; or whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- If a bid is not substantially responsive, it shall be rejected by the Employer.

In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non responsive. Employer’s decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

**3.25 Evaluation and Comparison of Tenders:**

- In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in “**Eligibility Criteria**”.
- In Case two or more Bids received, fulfilling all eligibility criteria and the rates Quoted are same then in such case following Evaluation Method will be adopted:
  - Marks will be allotted against:



- Turn Over (Max. Marks=30): Out of the Total Same rate Quoted Successful Bidders considered for Evaluation, the Bidder having Highest Turnover will be awarded with Max. Marks i.e 30, and will be reduced in prorate basis thereof for respective Bidders.
- Same Nature of Job(Max. Marks=50): The Same rate Quoted Successful Bidders having Similar Nature of Job Profile will be awarded Max. Marks i.e. 50 and will be reduced in prorate basis thereof for respective Bidders.
- Experience in Railways/DFCC (Max. Marks=20): A Bidder having successfully completed or substantially\* completed work in Railways/ DFCC will be awarded Max. 20 Marks if the Bidder has completed or Substantially completed 04 (Four) Assignments. Subsequently if Bidder has completed or Substantially completed 03 (Three) Assignments then Max. 15 Marks will be awarded, if Bidder has completed or Substantially completed 02 (Two) Assignments then Max. 10 Marks will be awarded and if Bidder has completed or Substantially completed 01 (One) Assignment then Max. 5 Marks will be awarded.

\* A Substantially completed consultancy contract means a contract in which the consultancy fee of at least Eighty percent (80 %) of the contract value has been received and is equal to or more than the minimum value stipulated for Eligible assignment in Cl. 3.6 ( Eligibility criteria for manpower service provider).

- The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the quoted rates to a reasonable level. The tenderer must note that during negotiations, quoted rates can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

**3.26 Canvassing:** No Tenderer is permitted to canvass to employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

**3.27 Right to Accept any Tender or Reject all Tenders:** Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

### **3.28 Award of Contract:**

- Employer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.
- Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.

### **3.29 Help Desk for E-Tendering**

- For any difficulty in downloading & submission of tender document at the website [www.ireps.gov.in](http://www.ireps.gov.in), please contact IREPS helpdesk's no.011-23761525(10Lines) - Timings: 08.00 AM to 07.00 PM.
- Bidder manual & system requirement is available on web site [www.ireps.gov.in](http://www.ireps.gov.in) for necessary help.

## **Section - 4**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

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

#### **4.1 DEFINITIONS:**

- (a) The Contract shall mean agreement entered into between DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contracts deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (b) The Contractor/ Bidder/Manpower Service Provider 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.
- (c) The Contract value shall mean the sum for which the tender is accepted.
- (d) The Contract time means period specified in the tender document for entire execution of contracted works from the date of notification of award.

**4.2 RETENTION MONEY/SECURITY DEPOSIT:** On acceptance of the bid, the successful bidder shall submit a security deposit equal to 5% of the contract value. 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 bidder till the realization of full amount of security deposit as per contract. The amount of security deposit will be retained till the 60 days period after the completion of contract. The security deposit shall be returned to the contractor without any interest.

#### **4.3 PERFORMANCE SECURITY:**

The procedure for obtaining Performance Guarantee is outlined below:

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value:
- i) A deposit of Cash;
  - ii) Irrevocable Bank Guarantee;
  - iii) Government Securities including State Loan Bonds at 3% below the market value;
  - iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - vi) Deposit in the Post Office Saving Bank;
  - vii) Deposit in the National Savings Certificates;
  - viii) Twelve years National Defence Certificates;
  - ix) Ten years Defence Deposits;
  - x) National Defence Bonds and
  - xi) Unit Trust Certificates at 3% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

**4.5 PAYMENT TERMS:-** The DFCCIL shall make a lump sum payment to Manpower Service Provider which shall include:-

- (i) Remuneration payable to the outsourced manpower as per schedule which is subject to revision of wages as per clause No.6.6 of Special conditions of Contract (Section-6);
- (ii) Service charges/commission payable to the contractor on the schedule;
- (iii) GST at applicable rates.

The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider within 15 days against the monthly invoices submitted by Manpower Service Provider at the end of each month, in duplicate. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions necessary certificates of Tax Deduction shall be given. The Manpower Service Provider shall provide details every month regarding submission of statutory payments towards PF, ESI etc. on account of outsourced personnel with the appropriate authorities. The Manpower Service Provider shall make monthly payment of remuneration to the outsourced personnel by 10th day of every month.
- (iv) The monthly payments etc to the outsourced personnel shall be made as per accepted rates on or before 10th every months. In case, if 10th holiday happened to be a holiday or subsequent days happen to be holiday, payment shall be made on the next working day. 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. In case the Manpower Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency s monthly commissions " are as under :-
  - i) For payments etc to the outsourced person within 10<sup>th</sup> of the following month – Nil
  - ii) For payments etc to the outsourced person after 10<sup>th</sup> and up to 20<sup>th</sup> of the following month – 25% of the delayed payment or Rs. 2500/-whichever is higher.
  - iii) For payments etc to the outsourced person after 20<sup>th</sup> and up to 30<sup>th</sup> of the following month – 50% of the delayed payment or Rs.5000/- whichever is higher.
- (v) Sample of Invoice/Bill format showing various taxes, deduction and net payable amount for monthly payment.

#### **4.6 DURATION OF THE CONTRACT:-**

Contract shall be deemed to have commenced from date of issuance of letter of intent and shall be in force for an initial period of two year extendable further for Two year or more with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

- 4.7** DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.

#### **4.8 Provision for medium & small enterprises (MSE):**

As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- (i) District industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

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

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
  - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
  - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit photocopy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
8. **Registration of Udyog Aadhar Memorandum (UAM):** All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP.
9. **Integrity Pact:-** As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into

Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. A copy of pre contract integrity pact is enclosed as form no. XIV for signature of bidder as acceptance, as and when Independent External monitor is appointed.





## **Section- 5**

### **5.1 ESSENTIAL QUALIFICATION FOREACHCATEGORYOFSTAFF**

<b>SN</b>	<b>Category of staffs</b>	<b>ESSENTIAL&amp; DESIRABLE QUALIFICATION/EXPERIENCE</b>
<b>1</b>	Steno-cum-PA	<b>a)</b> Graduation OR three years Diploma in Office Management <b>b)</b> Dictation (10 minutes @ 80 words per minute) <b>c)</b> Transcription (50 minutes – English – on computer) <b>d)</b> MS-Office (Word, Excel and PowerPoint) <b>e)</b> <b>Minimum THREE YEARS relevant experience</b>
<b>2</b>	Auto CAD Operator	<b>a)</b> Graduation <b>b)</b> Certificate in AutoCAD operation <b>c)</b> <b>Minimum TWO YEARS relevant experience</b>
<b>3</b>	Computer and Data Operator	<b>a)</b> Graduation OR three years Diploma in Office Management <b>b)</b> MS-Office (Word, Excel and PowerPoint) <b>c)</b> <b>Minimum THREE YEARS relevant experience</b>
<b>4</b>	Field Man/Office Attendant	Able to perform duty of Attendant/Field Man with educational qualification preferably High School.
<b>5</b>	Housekeeping Sweeper	Able to perform duty of sweeping/Man with educational qualification preferably eighth pass.(For Sweeper)
<b>6</b>	Office Boys/Care – Taker	Able to perform duty of Office Boys/Care-Taker with educational qualification preferably Class – VIII.
<b>7</b>	Gardners	The Minimum qualification of Garnder shall be ITI with minimum experience of one year.
<b>8</b>	Housekeeping Supervisors	The Minimum qualification of Housekeeping Supervisors shall be Class - XII.
<b>9</b>	Plumber/Carpenters/Electricians	The Minimum qualification of Plumber/Electrician shall be relevant ITI with minimum experience in Plumbing on one year.

### **5.2 SCOPE OF SERVICES**

#### **1. STENO-cum-PA**

- a)** ALL sorts of dictation/typing works carried-out by using the Computer with knowledge of M.S. office or any other suitable software.
- b)** Proper & effective maintenance of files, documents etc. proper knowledge of office procedures.
- c)** Confidential work as assigned by CGM.
- d)** Maintaining & updating contract list of various officials required for proper & efficient working of office.
- e)** Operation of various office equipment's like photocopier, fax, telephone, printer, EPABX etc.
- f)** Dispatch and receipt of files, letters etc. to and from various Railway offices including.
- g)** Any other office work as assigned by DFCC in connection with smooth functioning of the office.

#### **2. AutoCAD OPERATOR**

- a)** All sorts of works using AutoCAD like preparation of drawings, yard plans, GADs, L-Section etc.& the printing of same on plotter.
- b)** All sorts of typing work usually carried-out by using the Computer with knowledge of M.S. Word /Excel or any other suitable software in English/ Hindi, maintenance of files /documents and other relevant works as & when required by different sections of



DFCCIL.

- c) Movement and maintenance of drawings, within the office, outside DFCCIL Office including Railway and other offices as directed by DFCCIL officials.
- d) Creation & updation of data of all drawings and safe keeping of the same.
- e) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

### **3. COMPUTER and DATA OPERATOR**

- a) All sorts of typing work usually carried-out by using the Computer with knowledge of M.S. Word /Excel or any other suitable software in English/Hindi, maintenance of files documents and other relevant works as & when required by different sections of DFCCIL.
- b) Proper document storage record creation & updation of data as assigned and safe keeping of the same.
- c) Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL office including Railway and other offices and other offices as directed by DFCCIL officials.
- d) Operation of various office equipment's like Photocopier, Fax, Telephones, Printer, EPABX etc.
- e) Dispatch & Receipt of files, letters etc. to and from various Railway offices including various State /Central Govt. offices.
- f) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

### **4. OFFICE ATTENDANTS/FIELD MAN**

- a) Dusting of furniture and equipment's in the entire office building regularly.
- b) Attending to office door bells.
- c) Outstation movement for carrying important letters, files, drawings etc. with or without accompanying DFCCIL officials.
- d) Delivering the office dak/letters/papers and documents to various Government /Non-Government offices in Allahabad& any other place as directed by DFCCIL, officials.
- e) Ensure the offices, reception room, and boardrooms are kept neat.
- f) Photocopying/Binding of office documents as and when required.
- g) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

### **5. SWEEPER**

- a) Daily cleaning of office premises including washroom in the entire office building.
- b) The use of chemical agents as directed by DFCCIL in the discharge of cleaning operations or maintenance procedures, after receiving proper instructions and training.
- c) Emptying waste bins or similar receptacles, transporting waste material to designated collection points.
- d) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

### **6. OFFICE BOY/CARE TAKER**

- a) Upkeep and cleaning of Rooms, Cabins, Workstations, Control room, Theater block, meeting rooms, recreational rooms, commercial office, library, telecom management room, Signal rooms, meeting rooms, waiting rooms, security room and other space specified by DFC office in – charge room, and Dusting of Furniture, Computers, Equipment etc. provided there.
- b) Distribution of Files, Documents, Letters etc.
- c) Arranging and Serving of Tea/Coffee/Beverages, Snacks, Meals etc. in the office.
- d) Cleaning of Utensils/Crockery/Cutlery.
- e) Carriage of office Bags/Documents etc. from/to Vehicles to/from office room/Cabin/Work Station.
- f) Arrangements for Meetings/Conference/Events etc.
- g) Any other Work assigned by the Officer In-charge.

### **7. Gardners**

- a) Daily Maintenance of Plants provided in Operation Control Centre.

- b) Maintenance of Lawn, Plants and Trees available.
- c) Ensuring Maintenance of Grass free of Weeds. Weeding and Lawn Mowing on a weekly basis.
- d) Preparing and Maintaining the Flower Beds, Trimming of the Plants, Hedges and Trees.
- e) Watering of the Lawn, Plants, Trees and Hedges on a daily basis.
- f) Planting Seasonal Plants/Potted Plants as provided by DFCCIL.
- g) Maintenance of Pots/Planters etc.
- h) Any other work related to upkeep and maintenance of Garden/Plants or assigned by the officer in-charge.

#### **8. Housekeeping Supervisors**

- a) Supervision of Overall Work of Housekeeping Services.
- b) To maintain the Attendance Register/Record of Outsourced Personnel and to get the same checked by Officer Incharge or his Representative.
- c) To keep the Outsourced Manpower disciplined and ensure proper Behaviour and Etiquettes from Outsourced Personnel.
- d) To attend Complaints regarding Housekeeping Services/Outsourced Personnel.
- e) To arrange Replacement of Housekeeping Personnel in the case of Leave/Sick etc.
- f) Liaison with Services Agency (Contractor) and DFCCIL officer incharge or his Representative.
- g) Ensuring wearing of Uniform and Photo ID Card by all Outsourced Personnel.
- h) Attending to Senior Officers of DFCCIL.
- i) Supervising Arrangements for Meetings/Conferences/Events etc.
- j) Any other Work Assigned by Officer In-Charge.

#### **9. Plumber/Carpenters/Electricians**

- a) Minor Plumbing works like removing blockage of drains and internal sewage, tightening/loosening of fitting etc.
- b) Operation of water pumps valves etc.
- c) Repair/Replacement of sanitary fittings, toilets seats, pipes, valves etc.
- d) Daily monitoring of all Washrooms, Toilets, Urinals and Water Supply and Distribution System for proper functioning.
- e) To maintain inventory of Tools and Plants, Sanitary Spares etc.
- f) Maintenance of necessary records including Daily Work Diary, maintenance and Repair Records etc.
- g) Any other work assigned by the officer in-charge.

##### **(i) Carpenters**

- a) Minor Carpentry works like fixing of locks, handles and tables/drawer etc.
- b) Minor Repair of doors and windows including fixing and repair of door closers, door stoppers and other fittings.
- c) Tightening of hinges of doors, windows etc.
- d) Minor repair/adjustment of furniture including Sofa, tables, chairs, almirah etc.
- e) Minor fabrication works.
- f) Any other work assigned by the officer in-charge.

##### **(ii) Electricians**

- a) Troubleshooting, Repair and Maintenance of all Electrical including Electrical Circuits, Lighting and Electrical Equipment installed in the operation control centre.
- b) Operation and Maintenance of Electrical Switchgear including ACBs, MCCB, MCBs, Switches etc.
- c) Minor Electrical Wiring and Cabling works.
- d) Preventative and Breakdown maintenance of Electrical Switchgear and Electrical Equipment
- e) Operation of Electrical Panels, Electrical Equipments, Pumps, Electrical Machines, DG Sets etc.
- f) To attend Electrical Breakdown in the DFCCIL Operation Control Centre premises round the clock.
- g) Operation of Lifts including Emergency Lift Operation and Rescue operation.
- h) Monitoring of all Electricals including Power Supply.
- i) Any other work Electrical Works as desired by the Officer In-charge.

## **Section 6**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **6.0 OBLIGATION OF MANPOWER SERVICE PROVIDER**

- 6.1** The Manpower Service provider shall, if and when so requested by DFCCIL, will provide the outsourced manpower for any other office of DFCCIL at Prayagraj/Mirzapur/DDU, as may be required by DFCCIL, at the same rates. The essential skills/experience and the tentative number of outsourced personnel and scope of services is given in Section-5 of the Bid document.
- 6.2** It shall be the responsibility of the Manpower Service Provider to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 6.3** It shall be the responsibility of the Manpower service Provider to verify the skills/experience of the outsourced manpower. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within 05 days.
- 6.4** If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 05 days.
- 6.5** Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Works man Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Manpower service provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.

- 6.6** As per DFCCIL's policy, the present rate of CTC for different categories of outsourced staffs is as under:

Revised Rates of Outsourced Personnel as per Minimum Wages Act.									
Ref: (1) CTC calculation according to Min wage act as notification number File no. 1/26(1)/2021-LS-II dated 28/10/2021 (2) DFCCIL HQ L. No. HQ/HR/3/Outsource Pol./9/201602199 dated 25/07/2017.									
“B” Class Cities									
S N	Category of Outsourced personnel	Existing Monthly CTC	Rate as per Minimum Wages act per day w.e.f. 28.10.2021	Rate as per Minimum Wages act per month		ESIC @ 3.25% (Employer contribution)	Bonus @ 8.33%	P.F. @ 13% Employee contribution	Total CTC (Revised) as per Minimum Wages Act.
1	2	3	4	5		6	7	8	9
1	Unskilled	14703	546	546x26= 14196	14196	461	1183	1845	17685
2	Semi Skilled/Unskilled supervisory	16607	617	617x26= 16042	16042	521	1336	2085	19985
3	Skilled & Clerical (OA etc-3 years and above Exp	19407	724	724x26= 18824	18824	612	1568	2447	23451
4	Skilled (Steno with 3 years and more but less than 7 years Exp. Etc.	20178	724	724x26= 18824 (5% Extra)= 19765	19765	642	1646	2569	24623
5	Highly Skilled Cat-1 (3 years and more experience but less than 7 years' experience and steno with 7 years & more experience etc.)	21171	795	795x26= 20670	20670	672	1722	2687	25751
6	Highly Skilled Cat-2 (7 years and more experience excluding steno with 7 years & more experience etc.)	23718	795	795x26= 20670 + 15% (Fixed) of 20670 = 23770	23770	773	1980	3090	29613

7	Security Guard (Without Arms) from NON DGR Sponsored Agencies.	19407	724	724x26=18824	18824	612	1568	2447	<b>23451</b>
8	Retired Mamlatdar/ Dy.Mamlatdar/ Tehsildar/ Naib Tehsildar	25725	-	25725 5% (Fixed) of 24500= 27011	27011	878	2250	3511	<b>33650</b>
<b>"C" Class Cities</b>									
1	Semi Skilled/Unskilled supervisory	13785	512	512x26=13312	13312	433	1109	1731	<b>16584</b>
2	Skilled & Clerical (OA etc. -3 Years and above exp.	16607	617	617x26=16042	16042	521	1336	2085	<b>19985</b>

- a. In case a person deployed, has higher experience, the rate commensurate with their experience shall be made as per the provision in the above table.
- b. In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of minimum wages to the personnel deployed should be revised accordingly by the Manpower Service Provider and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of Uttar Pradesh for minimum wages (for various category of workers) is effective from 1st April'2014 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

डेडीकेटेड फ्रेट कोरीडोर

- 6.7** The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto 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.
- 6.8** The Manpower Service Provider shall decide the modus operandi for engagement of workers and continuously monitor them for rendering proper and efficient services that conform to the prescribed standards set by DFCCIL. 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.
- 6.9** The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- 6.10** No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 6.11** 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).
- 6.12** 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.
- 6.13** The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the authorised representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- 6.14** 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.
- 6.15** 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 outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.
- 6.16** The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.



- 6.17** The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 6.18** DFCCIL reversed the right to scrap any post mentioned in the schedule of quantity as & when required without any financial burden on either side. Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 6.19** In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 6.20** Manpower Service Provider shall provide identity cards to all outsourced personnel deployed in DFCCIL bearing their photographs at its own cost.
- 6.21** The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National/Closed holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.
- 6.22** The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by him.

## **7.0 TERMINATION OF CONTRACT**

In case the services of the Manpower service provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL by giving **one month's notice**. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Manpower Service Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement. Unsatisfactory service in this case would be frequent absence or poor attendance of outsourced staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behaviour by the outsourced staff, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

## **8.0 OBLIGATION OF DFCCIL -**

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

## **9.0 FORCE MAJEURE**

The Obligations of DFCCIL and the Manpower Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

## **10.0 INDEMNITY**

The Manpower Service Provider shall indemnify and hold harmless to DFCCIL and its officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Manpower Service Provider or

any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether will full or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

**10.1** 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 Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

**10.2** There shall be three types of pay structures for both Skilled and Semi – Skilled/Unskilled categories, depending on the years of service rendered by them in DFCCIL:

- a) Fresh employment till completion of 05 years – minimum wages as given in contract document.
- b) Worked earlier with DFCCIL more than 05 years till completion of 10 years of engagement (Deducting breaks in service, if any) w.e.f. 01/07/2021 (inclusive) – Rs. 1000/- + month minimum wages.
- c) Worked earlier with DFCCIL for more than 10 years of engagement (Deducting breaks in service, if any) in the last 10 years w.e.f. 01/07/2021 (inclusive) – Rs. 2500/- + monthly minimum wages.

**10.3** Wages to the outsourced personnel shall be provided as per Minimum Wages Act, 1948 and latest notification issued in this regard. In case of any statutory increases in wages of Labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum wages Act from time to time, payment of wages to the personnel deployed should be revised accordingly by the Housekeeping Services Agency (Contractor) and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of NCT, Delhi and Ministry of Labour and Employment, Govt. of India for minimum wages (for various categories of workers) is effective from 1<sup>st</sup> November 2017 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

**10.4 Police Verification** – Police verification to be done by the contractor.

#### **11.0 INCOME TAX**

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

#### **12.0 Goods and Services Tax**

GST as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.

#### **13.0 RESOLUTION OF DISPUTES & ARBITRATION**

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 shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, 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. Notwithstanding any dispute between the parties, the Manpower Service Provider 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.

#### **14.0 PENALTY**

Penalty for an amount of Rs. 500/- to Rs.2,000/- depending on the nature of unsatisfactory service per day for per staff, will be deducted from the due amount in the following conditions:

- a. Frequent absence of outsourced staff.
- b. Any undisciplined behaviour by the outsourced staff.
- c. Discourteous behaviour towards any officer or staff of DFCCIL.
- d. Not carrying out the duties listed in the scope of work in a satisfactory manner& not in uniform.
- e. Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL.

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

<b>Type of Breaches</b>	<b>Amount (Rs.) of Penalty</b>
Staff turns up late	Rs. 50/- per staff per hour
Failure in cleaning Officers' chambers	Rs. 100/- per room per day
Failure in cleaning Work Stations	Rs. 50/- per workstation per day
Failure to provide replacement within time frame	Rs.100/- per day



**On letterhead of the Manpower Service Provider**

**FINANCIAL BID**

**Section - 7**

**Chief General Manager**

**Dedicated Freight Corridor Corporation of India Limited**

**DFCCIL, 2nd Floor, OCC Building, Near Jhalwa Chauraha,**

**Subedarganj, N.C. Railway, Prayagraj- 211012**

**Sub: "Providing Manpower Services of Steno-Cum-PA, Auto CAD Operator, Computer Operator/Data Entry Operator, Field Man/Office Attendant, House Keeping Horticulture Staff etc. in the jurisdiction of CGM/DFCCIL/Prayagraj/East.".**

**Sir,**

**We are submitting our rates for providing of man power services as per details given as under:**

**SCHEDULE OF QUANTITIES**

SCHEDULE OF QUANTITIES						
Ref: (1) CTC calculation according to Min wage act as notification number File no. 1/26(1)/2021-LS-II dated 28/10/2021 (2) DFCCIL HQ L. No. HQ/HR/3/Outsource Pol./9/201602199 dated 25/07/2017.						
SN	Post (Category)	No. of Man power	Unit	Gross Pay (Maximum) (per man month including PF/ESI and other applicable statutory obligations) (Rs.)	Qty. (Man month) (24 months)	Amount Rs.
<b>"B" Class Cities (CGM/Prayagraj/E)</b>						
1	AutoCAD Operator	2	Man Month	25751.00	48	1236048.00
2	Steno-cum-PA	1	Man Month	29613.00	24	710712.00
3	Steno-Cum-PA (One each for GM/Elect/E, GM/S&T/E and One Pool)	3	Man Month	24623.00	72	1772856.00
4	Computer and Data Operator (CGM/Prayagraj office)	7	Man Month	23451.00	168	3939768.00
5	Attendants	9	Man Month	19985.00	216	4316760.00
6	Field Man	2	Man Month	17685.00	48	848880.00
7	Computer and Data Operator (NCR office)	2	Man Month	23451.00	48	1125648.00
8	Retired Mamlatdar/ Dy.Mamlatdar/ Tehsildar/ Naib Tehsildar	2	Man Month	33650.00	48	1615200.00
9	Computer Operator	1	Man Month	23451.00	24	562824.00
10	Attendants	1	Man Month	19985.00	24	479640.00

<b>"B" Class Cities (OCC/Prayagraj)</b>						
1	Office Boy/Care-Taker	12	Man Month	19985.00	288	5755680.00
2	Gardener	2	Man Month	19985.00	48	959280.00
3	HouseKeeping-SUP	1	Man Month	23451.00	24	562824.00
4	Plumber/Carpenter/Electrician	1	Man Month	23451.00	24	562824.00
5	Sanitary workers	10	Man Month	19985.00	240	4796400.00
6	Sanitary Supervisor	1	Man Month	23451.00	24	562824.00
<b>"C" Class Cities (Mirzapur Camp office)</b>						
1	Field Man/Office Attendant	2	Man Month	16584.00	48	796032.00
2	Computer and Data Operator	1	Man Month	19985.00	24	479640.00
<b>"C" Class Cities (Mughalsarai Camp office)</b>						
1	Field Man/Office Attendant	2	Man Month	16584.00	48	796032.00
<b>Total</b>						<b>31083840.00</b>
<b>Add 5% charge for Travelling Allowance, Uniform Allowance and Outstation Journey and Night Charges etc.</b>						<b>1554192.00</b>
<b>G. Total</b>						<b>31879872.00</b>
<b>Add 18% GST as applicable</b>						<b>5738376.96</b>
<b>Total Estimated Cost</b>						<b>37618248.96</b>

**Estimated value of the schedule for the period of Two year= Rs. 37618248.96/-**

**The bidder shall indicate his administrative Charges in % age above, on overall cost (Rs. .... As per SCHEDULE OF QUANTITIES), both in Figures and Words in para below.**

**In Figures ..... Above**

**In Words ..... Above**

**Note: –**

- (i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below inclusive of PF and ESI and other applicable statutory obligations.
- (ii) The Bidder/tenderer quoting the rates for individual items will be disqualified.
- (iii) The Bidder/tendered is required to quote the administrative charges rate.
- (iv) In case of discrepancy, administrative charges rate quoted in words shall prevail.
- (v) Salary mentioned in SCHEDULE OF QUANTITIES is maximum salary to be paid to manpower of different categories. (Inclusive of PF and ESI).
- (vi) Provide the salary slip every month to the employees through e-mail.
- (vii) DFCCIL reserved the right to operate additional posts if any of the schedule items as & when required within variation limit.
- (viii) DFCCIL reserved the right to scrap any post mentioned in the schedule of quantity as & when required without any financial burden on either side.
- (ix) GST as applicable rates will be paid extra.
- (x) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
- (xi) Besides the categories mentioned above, DFCCIL may ask the Manpower Service Provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission. The bidder must quote their commission in terms of percentage on SCHEDULE OF QUANTITIES in the Financial Bid. This percentage shall be applicable on each item of the schedule uniformly.
- (xii) The sanction of staffs in above-mentioned categories is being accorded by competent authority in DFCCIL. The nos. of staffs indicated in "Schedule of Quantities" is indicative and their deployment is subject to the sanction of competent authority in DFCCIL. The numbers of staffs in different categories, as mentioned in the **SCHEDULE OF QUANTITIES**, shall be deployed as per the requirement of DFCCIL.
- (xiii) Uniform to be supplied to the Housekeeping staff:
  - a) For All categories except unskilled.
    - i) 02 sets of shirts and Trousers for summer.
    - ii) 02 sets of full sleeves shirts for winter.
    - iii) 02 pairs of shoes and
    - iv) 01 woollen sweater.
  - b) For Unskilled
    - i) 02 sets of shirts and Trousers for summer.
    - ii) 02 sets of full sleeves shirts for winter.
    - iii) 02 pairs of shoes and
    - iv) 02 woollen sweaters
    - v) 01 woollen coat.

The above articles shall be provided by housekeeping services agency (contractor) and following reimbursement on monthly basis shall be done to the Housekeeping Services Agency (Contractor) by DFCCIL.

For Unskilled staff, Rs. 4200/- per worker per year.

For All categories except unskilled staff, Rs. 4800/- per worker per year.

**7.1. LEAVE AND TRAVELLING ALLOWANCE**

1. **Leave**– One day's Casual paid leave for every month during the calendar year would be permitted. Un-availed leave will lapse on 31<sup>st</sup> December of every year and cannot be encashed. (The sanctioning of the leave will be the sole prerogative of DFCCIL).  
**Privilege Leave**–On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on completion of the contract and cannot be encashed. The leave of last four month shall be credited to staff's leave account before two months of completion year (The sanctioning of the leave will be decided by DFCCIL).
2. The manpower Service Provider on award of work shall submit the breakup of monthly CTC in various components since eluding statutory provisions. The Manpower service provider shall submit proof of payments to employees and statutory authorities on a 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 titled 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.



3. The Numbers of staff required shown above is purely tentative and the same may increase/decrease as per actual requirement of DFCCIL.
4. The Gross Pay (Maximum) shown above are indicative only. Actual Gross Pay to be paid to deployed staff would be decided by DFCCIL based on competency of staff (subject to Maximum Amount given in Financial Bid). Commission/Service Charges accepted by DFCCIL would be payable on the Gross Pay.
5. Besides the categories mentioned above, DFCCIL may ask the Manpower Servicer Provider to provide other categories of staff also, on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement, and the services will be provided at the accepted percentage commission of this tender.
6. **Working hours** -The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.

**7. T.A./DA entitlements:-**

**a) Travelling Allowance-**

For out station movements, the actual fare of the bus / train (sleeper class) shall be reimbursed and additional Auto Rickshaw charges at the rate of Rs. 8/- per Km. shall be paid local/outstation. For outstation journey, a daily allowance of Rs. 500/- shall be paid per person for Peons and field man while for all other categories a daily allowance of Rs. 700/- shall be paid per person (GM's/CGM's are authorized to enhance travelling allowance with the limit as applicable to Sr. Executive/Executive in DFCCIL). Daily allowance will be drawn for broken period of a "Day" i.e. 30% for absence from HQ of less than 6 Hrs, 70% for absence from HQ of 6 hours and more but less than 12 hours and 100% for absence of 12 hours & above. If there is night, stay at out station other than Delhi Rs. 500/- shall be paid extra for Peon / Field man and Rs. 800/- for others. In case of night stay at Delhi Rs. 800/- & Rs. 1000/- shall be paid extra respectively.

- b) Night travel charges-** Night travel charges for outstation duty will be paid at the rate of **Rs.300/500** to Attendant/Field man, Cook & Sweeper / other staffs for journey performed more than 4 hrs between 10 PM to 6 AM.

डेडीकेटेड फ्रेट कोरीडोर

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

M/s..... has provided housekeeping /manpower services to this department/Organization.

**The details are as under:-**

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of service/ work as per contract:
6. Actual date of completion of work/service:
7. Total value of work/service during the contract period (if completed):
8. In case of ongoing work/service, please indicate the payment made to the contractor for  
F.Y. 2018-19, 2019-20, 2020-21, Current FY.

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

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

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

**Signature of Proprietor/Director/Partner**

**With official stamp**



**CHECK LIST OF DOCUMENTS****Annexure – III****1. Check List for Documents to be submitted**

<b>SN</b>	<b>Documents to be Attached</b>	<b>Tick appropriate option</b>
1	Bid Security (Earnest Money Deposit) of requisite amount in the prescribed form as mentioned in NIT	Yes/No
2	Tender document cost of requisite amount as mentioned in NIT	Yes/No
3	The Covering Letter as per format given.	Yes/No
4	(i) Details of completed works in last 3 years and current financial year in the form prescribed in Annexure-V  (ii) The relevant documents and certificates from the client.	Yes/No
5	Power of Attorney of the person signing the tender documents in original if specific to this work or photocopy of the General Power of Attorney of the Company in favour of the person signing the tender, duly attested by Notary Public.	Yes/No
6	Complete Tender document duly stamped and signed by the Tenderer on each page	Yes/No
7	Schedule of Items, Rates & Quantities Duly filled in, stamped and signed on each page by the Tenderer.	Yes/No
8	Annual turnover of the company/firm for the last three financial years and current financial year with supporting documents Annexure VI	Yes/No
9	Certified Copy of Sales Tax/Works Contact Tax Registration Certificate (as applicable)	Yes/No
10	Certified Copy of Registration of Company, Partnership deed /Memorandum and Articles of Association of the firm.	Yes/No
11	Constitution of the firm in the form prescribed in Annexure –VII	Yes/No

**BIDDER 'S GENERAL INFORMATION**

**Annexure – IV**

**1.1 Bidder s 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/EPE Registration No:**.....

**1.10 GST No**.....

**1.11 Pan No**.....

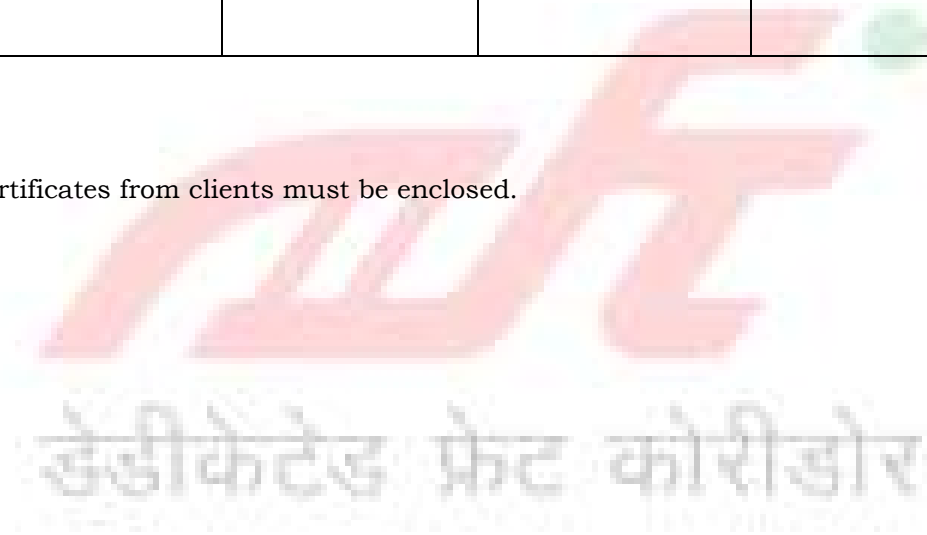
**1.12 Bank A/C No with Bank code for electronic clearance of the payment:**

(Seal & Signature of Bidder)

**STATEMENT OF WORKS COMPLETED BY THE CONTRACTOR DURING  
LAST THREE FINANCIAL YEARS & CURRENT FINANCIAL YEAR**

SN	Name and Place of Work	Authority/Agency/Comp any for which work was carried out	Date of award & agreement no	Date of Completion (original/actual)	Agreement cost/Completion Cost	Scope work in brief	S. No. at which relevant certificate/document
1	2	3	4	5	6	7	8

Note: The relevant documents & certificates from clients must be enclosed.





**DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE  
FINANCIAL YEARS & CURRENT FINANCIAL YEAR**

<b>S. No.</b>	<b>Financial Year</b>	<b>Total Turnover</b>
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22 (up to date)	
	<b>Total</b>	

- For FY 2018-19, 2019-20 & 2020-2021 copies of the audited balance sheets may please be attached.
- For 2021-22 unaudited results of turnover of company up to date may be submitted under the certification of CA.



**CONSTITUTION OF THE FIRM/ COMPANY**

**1.** Full name of contractor's firm and year of establishment:

**2.** Registered Head Office address:

**3.** Branch offices in India:

Address on which correspondence regarding this tender should be done.

**4.** Constitution of firm (give full details including name of partners/ executives/ Power of Attorney/ Holders etc.

**5.** Particulars of registrations with Government



**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp Paper to be in the name of Executing Bank)

From:

.....

Name and address of bank

.....

**To:**

**The Managing Director**

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

**5th Floor Pragati Maidan Metro Station Building Complex**

**New Delhi- 110001**

WHEREAS, Dedicated Freight Corridor Corporation of India Ltd. hereinafter called "the Employer" acting through (insert designation and address of the Employers' Representative).....has accepted the tender for.....(name of the work).....vide Letter of Acceptance No.....dated.....to M/s.....(Name of the contractor).....(Name of members of the consortium).....hereinafter called the „Contractor’.

**AND**

WHEREAS the Contractor is required to furnish a „Performance Security’ in the form of Bank Guarantee for the sum of Rs.... in amount.....(Rupees.....in words.....) which is a condition precedent to the signing of the Contract Agreement.

**AND**

Whereas.....(Name of the bank).....with is branch at .....(address).....having our Head Office at.....(address including name of country).....hereinafter called " the Bank" acting through.....have, at request of the Contractor, agreed to give the guarantee as hereinafter contained: KNOW ALL MEN by these presents that we the undersigned....Names of authorized representatives of the Bank).....being fully authorized to sign and incur obligations for and on behalf of .....(full name of the Bank).....that the said Bank will guarantee the Dedicated Freight Corridor Corporation of India Ltd. the full amount in the sum of Rs.....(amount in words)..... as stated above.

After the Contractor has signed the aforementioned Contract Agreement with the DFCC, the Bank undertakes to immediately pay to Dedicated Freight Corridor Corporation of India Ltd., any amount up to and inclusive of aforementioned full amount upon written order from DFCC without any demur, reservation or recourse;

The Bank shall pay the amount so demanded without any reference to the Contractor and without the DFCC being required to show grounds or give reasons for its demand or the amount demanded.

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

We agree that no change, addition to or other modifications to the terms of the Contract Agreement or to any documents which have or may be made between DFCC and the Contractor will in any way release us from any liability under this guarantee and we waive any requirement for notice of any such change, addition or modification.

This guarantee is valid and effective from its date. This guarantee and our obligations under it will terminate on (the issue of) the..... day of.....And any demand for payment under it must be received at this office on or before that date.

We agree that our obligation to pay any demand made by DFCC before the termination of this guarantee will continue until the amount demanded has been paid in full.

Date.....  
Place.....  
.....

Signature of Authorized person of bank

(Name in Block letters)  
(Designation)  
(Address.....)

Witness:

1. Signature

Bank's Seal

Name & Address & Seal

Authorization

2. Signature

Name & Address & Seal



**FORM OF AGREEMENT  
TO BE EXECUTED ON A RS.100/- NON-JUDICIAL STAMP PAPER**

**Name of the work:**

This Agreement is made on the ---- day of ----- 2019 between DFCC hereinafter called “the Employer” of the one part and M/s-----hereinafter called “the contractor” of the other part.

Whereas the Employer is desirous that as Detailed in Section 2.0 - Scope of work “herein after called the “them Works” and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

**1.** In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- a.** TENDER NO: comprising of Notice Inviting Tender, Instructions to Tenderers, Scope of work, Technical specifications, Special Conditions of Contract and Bill of Quantities.
- b.** Your offer through your letter No. -----
- c.** Our Letter of acceptance No.:-----

In consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works by ----- and remedy any defects therein in conformity in all respects with the provisions of the contract. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract price of Rs. ----- being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made 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 their respective common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of Contractor Name of the official Stamp/Seal of the contractor	For and on behalf of DFCCIL Name of the official Stamp/Seal of the Employer
In the presence of  Witness  Name  Address	In the presence of  Witness  Name  Address

**No Claim Certificate**

1. I/We Was/Were awarded the work namely
2. The work has been completed and jointly measured and full payment has been made to me/us in terms of the measurement so recorded and in accordance with provisions of work order/agreement.
3. I/We have no other claim against M/s Dedicated Freight Corridor Corporation of India Ltd.
4. I/We have made payments to the labourers & sub-contractors strictly as per labour laws and other rules/laws of land in force. M/s DFCCIL shall not be responsible for any dispute arisen between me/us with labourers & sub-contractors later on.
5. I/We hereby undertake and reiterate that I/We have given this No Claim Certificate with free consent and without any coercion as such M/s DFCCIL stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,  
Yours Faithfully

(Signature)

Witness:

Name of the Contractor

1. Name  
Full address  
with date
2. Name  
Full address  
With date

**Note:** In case any contractor is not willing to sign this no claim certificate before passing The final bill, then the matter may please be referred to Employer giving comments/reason as to why the contractor is not willing to sign the said no claim certificate. The final bill should only be passed after further instructions from employer.



**Real Time Gross Saving (RTGS)/ National Electronic Fund Transfer (NEFT)**

(Model Mandate Form)

(Investor/customer's option to receive payments through RTGS/NEFT)

**1.** Investor/customer's name

**2.** Particular's of Bank Account:

**A)** Name of the Bank:

**B)** Name of the Branch.

Address

Telephone no.

**C)** RTGS/NEFT IFS Code.

**D)** Type of the account (S.B. / Current or Cash Credit) with code.

**E)** Ledger and Ledger folio number.

**F)** Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

**3.** Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Investor/ Customer

Date

Certified that he particulars furnished above are correct as per our records.

Bank's Stamp

Signature of Bank Authority

(With seal)

Signature of the tenderer/s

**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders.
3. The Partnership Firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian partnership Act.
4. Separate identity/name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. Once the tender has been submitted, the constitution of firm shall not be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims what so ever. Any change in the constitution of Partnership Firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraw from the firm after opening of the tender and before and award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credential shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under General Condition of Contract.
6. A Partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
7. The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of Partnership Firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
8. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney" specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to Arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized /registered and submitted along with tender.
9. A notary certified copy of registered or notarized partnership deed shall be submitted along with the tender
10. On award of the contract to the partnership firm, a single Performance Guarantee shall be submitted by the firm as per tender conditions. The entire guarantee like Performance guarantee, guarantee for Mobilization advance, Plant and Machineries advance shall be

submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

**11.** On issue of LOA, contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner

**12.** In case, the contract is awarded to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit before signing of contract agreement:-

- a) **Joint and several liabilities:-** The Partners of the firm to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- b) **Duration of the partnership deed and partnership firm agreement:-** The partnership deed/partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of contract liable for determination of contract under General Conditions of Contract.
- c) **Governing Laws:** - The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.
- d) **No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the DFCCIL in respect of the tender/contract.**

**13.** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender:-

- a) A copy of registered/notarized partnership deed duly authenticated by Notary.
- b) Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partners(s) or any other person(s) as detailed in para (8) above.
- c) An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by DFCCIL or any other Ministry/Department of the Govt. of India/any State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any Firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under General Conditions of Contract.

**14.** Evaluation of eligibility of a partnership firm Technical and Financial eligibility of the firm shall be adjusted based on satisfactory fulfilment of the following conditions:-

**i) Technical eligibility criteria:** - The tenderer should satisfy either of the following criteria:-

a) The partnership firm shall satisfy the full requirement of technical eligibility criteria in its own name and style;

**OR**

b) In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of a firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria on the basis of his/her proportionate share in that proprietorship/partnership firm reduced further by his/her percentage share in the tendering firm.

**ii) Financial eligibility criteria:** - The tenderer shall satisfy either of the following criteria:-

- a) The partnership firm shall satisfy the full requirements of the financial eligibility criteria in its own name and style.

**OR**

- b) In case the partnership firm does not full fill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/contract in the past either as sole proprietor or as partner in different firms, then the arithmetic sum of the contractual payments received by all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, tendering firm shall satisfy the full requirements of the financial eligibility criteria .



Details of substantially completed works									
Sl. No.	Department	LOA No.	Name of Work	Date of Start and Date of Completion	LOA Amount (in INR and Amount after Variation, if any)	Work Completed Till March-2022 in percent age)	Payment Received / Percentage of Total Amount against Completed Work (in INR) till March-2022	Penalty if any (in INR)	Remarks



**PRE CONTRACT INTEGRITY PACT**

**General**

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

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

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

NOW, 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 its Officials by following transparent procedures.

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

**Commitments of the CLIENT**

- 1.0** 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].
- 1.1** 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.
- 1.2** All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2** In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed



fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **Commitments of BIDDERS**

- 3** The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1** The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2** The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3** \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4** \*[A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7** The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8** The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including, information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.

- 3.11** The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

#### **4. Previous Transaction**

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.

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

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

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

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

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

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

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

#### **6. Sanctions for Violations**

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

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

- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
- (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A]) to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

**6.2** The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**6.3** The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

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

## **8. Independent Monitors**

**8.1** The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the central vigilance commission (Names and addresses of the Monitors to be given).

**8.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

**8.3** The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

**8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**8.5** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.

- 8.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be 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 proposal for correcting problematic situations.
- 9** **Facilitation of Investigation**  
In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
- 10** **Law and Place of Jurisdiction**  
This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.
- 11** **Other Legal Actions**  
The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 12** **Validity**
- 12.1** The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].
- 12.2** Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 13** The parties hereby sign this integrity pact at ..... on.....

**CLIENT**

Name of the officer  
Deptt./Ministry/PSU

**BIDDER**

CHIEF EXECUTIVE OFFICER Designation

**Witness witness**

1. .... 2. ....

**Note:**

- (a) To be replaced by BIDDER/Seller/Consultant/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.

**(END OF DOCUMENTS)**

-----\*\*\*-----



डेडीकेटेड फ्रेट कोरीडोर