



Quotation No. CGM/UMB/MAINT/Manpower-2021/02

For

Providing Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities

BID DOCUMENT

Employer:

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE
Under
MINISTRY OF RAILWAYS)**

Dedicated Freight Corridor Corporation of India Ltd.

Quotation No. CGM/UMB/MAINT/Manpower-2021/02

Dated: 08.01.2022

Name of work : Providing Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities.

Approx. Cost : Rs. 22,95,632/-

Contract Period : 06 (Six) months

Earnest Money : Nil

Last Date/Time of Receipt of Tenders : Up to 1500 hrs. on 20.01.2022

Date of Opening of Quotation : 20.01.2022 at 1530 hrs.

For and on behalf of
DFCCIL, Ambala

INDEX

Sr. NO.	DESCRIPTION		Page No. From-To
1	Section 1	Notice Inviting Quotation (NIQ)	04
2	Section 2	Checklist	05
3	Section 3	Instruction to Bidder(S)	06-09
4	Section 4	General Conditions of Contract	10-19
5	Section 5	Special Conditions of Contract and specifications	20-26
6	Section 6	Schedule of Approximate Quantities/Rate Sheet	27-29
7	Annexure-I	Bidder's General Information	30
8	Annexure-II	Details of Works completed in last Three Years	31
9	Annexure-III	Self Certificate	32
10	Annexure-IV	Agreement	33
11	Annexure-V	Certificate of no relative being an employee of DFCCIL	34
12	Annexure-VI	Pre Contract Integrity Pact	35-40

SECTION – 1
NOTICE INVITING QUOTATIONS (NIQ)

Quotation No. CGM/UMB/MAINT/Manpower-2021/02

Dated: 08.01.2022

The Chief General Manager, DFCCIL Ambala for and on behalf of DFCCIL invites quotations on GeM portal in the prescribed forms for the under noted work:

Quotation Notice No.	CGM/UMB/MAINT/Manpower-2021/02
Name of Work	Providing Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities.
Estimated Cost of Work	Rs. 22,95,632/- (Rupees Twenty Two Lakh Ninety Five Thousand Six Hundred and Thirty Two only)
Contract Period	06 months (Six months)
Validity of Offer	90 Days from the date of opening of Quotation
Bid Document Cost	Nil
Earnest Money	Nil
Availability of Bid Document and Bid Document Cost	Bid document can be downloaded from https://gem.gov.in & DFCCIL's website www.dfccil.com . Corrigendum, if any, shall be hosted on the website only.
Date and Time of start & submission of filled Bid Document	E-Quotation can be downloaded from 08.01.2022 and can be submitted Up to 1500 hours of 20.01.2022 on https://gem.gov.in
Date and Time of opening of Quotation	At 1530 hours of 20.01.2022 on https://gem.gov.in
Help Desk for E-Quotation	For any clarification and help mail at: helpdesk-gem@gov.in or contact on Toll Free Numbers: 1800-419-3436; 1800-102-3436. Railway Helpline: 0124-4875105.
Address of Communication	Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala Cantt. - 133001 E mail : ashukla@dfcc.co.in

Chief General Manager
DFCCIL, Ambala Cantt.

SECTION - 2**CHECKLIST**

THE BIDDER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE UPLOADING THE SIGNED TENDER DOCUMENT:-		
SR. NO.	DESCRIPTION	COMPLIANCE (YES/NO)
1	Bidder's General Information as per Annexure-I	
2	Details of Works completed in last Three Years as per Annexure-II	
3	Self Certificate as per Annexure-III	
4	All the Annexure from Annexure-IV to Annexure-VI properly filled up and relevant documents attached and indicated in Annexure, where asked	
5	Company seal should be put on each and every pages of the document submitted	
6	Attested copies of certificates & documents towards fulfilling of Eligibility Criteria by the Bidder(s) as per Clause 4.14 of GCC	
7	Registration of Company in case of company	
8	Registration under Labour Laws (as applicable)	
9	GST Registration Certificate	
10	Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.	
11	Rates have been quoted for Schedule A on Basic Cost in terms of percentage in financial offer	
12	Corrigendum(s), if any, duly stamped and signed by the bidders on each page.	

SECTION - 3**INSTRUCTION TO BIDDER(S)**

NAME OF WORK - Providing Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities.

GENERAL INSTRUCTIONS

DFCCIL invites quotations for the work of Providing Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities.

3.1 The key details are as under:

S.No.	Quotation No.	CGM/UMB/MAINT/Manpower-2021/02
1	Name of Work	Providing Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities.
2	Estimated Cost of Work	Rs. 22,95,632/- (Rupees Twenty Two Lakh Ninety Five Thousand Six Hundred and Thirty Two only)
3	Contract Period	06 months (Six months)
4	Bid Document Cost	Nil
5	Earnest Money	Nil
6	Date and Time of start & submission of filled Bid document	Bid document can be downloaded from 08.01.2022 and can be submitted Up to 1500 hours of 20.01.2022 on https://gem.gov.in
7	Date and Time of opening of Quotation	At 1530 hours of 20.01.2022 on https://gem.gov.in
8	Validity of Offer	90 Days from the date of opening of Quotation
9	Address of Communication	Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala Cantt. - 133001 E mail : ashukla@dfcc.co.in

3.2 PRE-REQUISITES FOR GeM SELLER:

Registration on GeM should be done only by an Authorized Person (Director of the Organization or a Key Person/Proprietor).

3.3 SCOPE OF WORK & ELIGIBILITY CRITERIA

3.3.1 SCOPE OF WORK

The Manpower Service Provider has to provide services of Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities (as per Section-6) in the jurisdiction of Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd., Old Railway Colony, Near Anand Market, Ambala Cantt. – 133001. This scope of work is illustrative and shall be read in conjunction with “Special Conditions of Contract”.

3.3.2 ELIGIBILITY CRITERIA

1. Those Bidders which do not fulfill the minimum wages condition for manpower cost as per existing Central Government notification will be summarily rejected. Similarly the cost of each item like consumables, machines, taxes etc should be realistic.
2. Bidders may kindly note that quoting their rates based merely on minimum wages without factoring the cost of machines and other consumables, profits, etc. shall be summarily rejected.
3. In the event of increase/decrease of minimum wages rate, ESI and EPF rates after the award of contract, the agreement rates will be increased/decreased by amount equal to the variation effective from the date of increase or decrease.

3.3.3 Other Conditions:

- a) The agencies should have EPF code, ESI registration no., PAN, Service tax registration, GST registration and registration under all the applicable labour laws and should submit copy of the same.
- b) **Consortium bidding to fulfill the eligibility criteria of this Quotation shall not be allowed at any stage.**
- c) The Agency should have registered under “Contract Labour (Regulation and Abolition) Act’ 1970” and must have a valid labour license under this Act.
- d) The agency will be awarded work for six months which can be further extended, based on DFCCIL’s requirement & performance of the Manpower service Provider agency. The extension shall be at the sole discretion of DFCCIL.
- e) DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the Quotation without assigning any reasons.

3.4 SUBMISSION OF BIDS

3.4.1 The Quotation documents shall be submitted in online mode through website <https://gem.gov.in> in single bids only. The supporting documents for Eligibility criteria are essentially required to be uploaded on the website <https://gem.gov.in> with the signed copy of Quotation document.

3.4.2 Each page of this bid document shall be submitted duly Digitally Signed by the Bidder. Bid document shall be accompanied by documents about the status of the firm

such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Bidder and any other document specified in Quotation schedule.

- 3.4.3** All bids shall be submitted in accordance with the instructions contained in these documents (hereinafter called as bid documents). Non-compliance with any of the instructions set forth herein above is liable to result in the Quotation being rejected.
- 3.4.4** The bids shall only be accepted through online mode. The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents will be summarily rejected.
- 3.4.5** Conditional bids shall be summarily rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. DFCCIL will not take cognizance of any other conditions/variations from the Quotation stipulations mentioned at any other place in the Quotation documents in this regard.
- 3.4.6** Submission of a Quotation by the Bidder implies that, he had read the entire Quotation document including amendments, if any, and agreed with all the Quotation conditions. It shall be the responsibility of the bidder to make himself/themselves familiar with the GeM portal procedure. For any clarification and help mail at: helpdesk-gem@gov.in or contact on Toll Free Numbers: 1800-419-3436; 1800-102-3436.

3.5 VALIDITY OF OFFER

The offer shall be kept valid for a period of 90 days from the date of opening.

3.6 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

- 3.6.1** Bill of quantities with rates duly filled in is to be uploaded in "Financial Offer." The bids are essentially to be submitted only by online mode. The prices must be filled in prescribed format through GeM portal.
- 3.6.2** Taxes, if any, levied after opening of the Quotation will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.6.3** Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.6.4** All information in the bid shall be in Hindi or English only. Failure to comply with these requirements will render the bid liable for rejection.

3.7 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid.

- 3.8** The Bidder/s whose Quotation is accepted will be required to appear at the Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala Cantt. - 133001, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 15 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the Quotation.

- 3.9** In the event of any Bidder/s, whose Quotation is accepted; refusing to execute the contract documents as herein before provided, DFCCIL may determine that such Bidder/s has/have abandoned the contract and there upon his/their Quotation and the acceptance there of shall be treated as cancelled.
- 3.10** Quotation documents are not transferable.
- 3.11** Joint venture (JV) firms are not allowed to participate in this Quotation.

SECTION - 4

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Quotation and contract, which is enclosed along with the Quotation documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this Quotation document, the special condition & specifications of contract of this Quotation document shall prevail. The Bidders 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 Quotation etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

- 4.1.1** The expression “Department”/“Client”/“DFCCIL”/“Corporation”/Employer/Railway as used in the Quotation papers shall mean Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.2** “Officer”/“Officer-in-Charge”/“DFCCIL’s representative” of the work shall mean the DFCCIL’s Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3** The “Contract” shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties including all attachments the notice of Quotation, the sealed quotation and the Quotation documents including the Quotation 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. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.4** The “Contractor/Bidder(s)” shall mean the individual or firm or Company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.5** The “Contract sum” / “Contract price” shall mean the sum for which the Quotation is accepted.
- 4.1.6** The “Contract time” means period specified in the Quotation document for entire execution of contracted works from the date of notification of award.
- 4.1.7** A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8** A “month” shall mean a calendar month.
- 4.1.9** A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10** “Data Sheet” means such part of the Instructions to Bidder(s) used to reflect specific assignment conditions.
- 4.1.11** “Day” means calendar day.
- 4.1.12** “Government” means the Government of India.
- 4.1.13** “Personnel” means professionals and support staff provided by the Contractor(s)/Bidder(s) and assigned to perform the Services or any part thereof;
- 4.1.14** “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- 4.1.15** “Proposal” means the Technical Proposal and the Financial Proposal.

- 4.1.16** “Services” means the work to be performed by the Bidder(s) pursuant to the Contract.
- 4.1.17** “Terms of Reference” (TOR) means the document included in the Quotation which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder(s), and expected results and deliverables of the assignment.
- 4.1.18** “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.19** “Excepted Risks” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.20** “GCC” mean the General Conditions of Contract.
- 4.1.21** “Letter of Acceptance” means the formal acceptance letter from the DFCCIL of the Quotation.
- 4.1.22** “Local currency” means the currency of Government of India.

4.2 GENERAL INFORMATION

- 4.2.1** The Bidder(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Bidder(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2** The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Bidder(s).
- 4.2.3** Bidder(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).
- 4.2.4** The Client requires that Bidder(s) provide professional, objective and impartial advice and at all times hold the Client’s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5** A Bidder(s) (including its Personnel and Sub-Bidder(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder(s) to be executed for the same or for another Client.
- 4.2.6** It is the DFCC’s policy that the Bidder(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- 1) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly Or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- 2) **“Fraudulent practice”** means a misrepresentation or omission of facts in Order to influence a selection process or the execution of a contract;
- 3) **“Collusive practices”** means a scheme or arrangement between two or More Bidder(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- 4) **“Coercive practices”** means harming or threatening to harm, directly or

Indirectly, persons or their property to influence their participation in a Procurement process, or affect the execution of a contract.

- b) will reject a proposal for award if it determines that the Bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 4.2.7** Bidder(s), their Sub-Bidder(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Bidder(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

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

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

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

4.5 LANGUAGE OF CONTRACT

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

4.6 ENTIRE AGREEMENT

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

4.7 MODIFICATIONS

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

4.8 CARE IN SUBMISSION OF TENDERS:-

Before submitting a Quotation, the Bidder(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account

and that the rates he enters in the Quotation forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH QUOTATION: -

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

4.10 OMISSIONS & DISCREPANCIES:-

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

4.11 QUALIFYING CRITERIA:

As per clause 3.3.2 of the Instruction to Bidders

4.12 AGREEMENT:

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

4.13 CHANGES IN ADDRESS:

Any change in the address of the contractor shall be forthwith intimated in writing to the DFCCIL. The DFCCIL will not be responsible for any loss/inconvenience suffered by the Contractor on account of his failure to comply with this.

4.14 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 Bidder(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 etc. 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.

4.15 FORCE MAJEURE

The Obligations of DFCCIL and the Bidder(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

4.16 INDEMNITY

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

including but not limited to any and all claims by the hired staff.

4.17 LAWS AND REGULATIONS:

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

4.17.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this Quotation, decision of the CGM, DFCCIL, Ambala; shall be the final and binding.

4.18 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.

4.19 GST

GST shall be applicable as per the extant rule and rates of the GST. GST shall be paid extra on the rates mentioned in Section 6, **SCHEDULE OF QUANTITIES /RATE SHEET** on submission of Standard GST Invoice.

(i) Bidders will examine the various provisions of The 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. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(ii) The successful Bidder 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 Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iii) In case the successful Bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

4.20 PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt except service tax (except as specified in clause 4.22 above). The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the Quotation. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.21 STATUTORY INCREASE IN DUTIES, TAXES ETC.

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of Quotation shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the Quotation. The Quotation shall be inclusive of all taxes, levies, octroi etc. Further DFCCIL shall not honour any claim arising out

of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tendering contractor should bear the above fact in mind.

4.22 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

If the Contractor should

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favor of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in conditions of this contract, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to take steps to employ competent or sufficient staff and labour as required, or
- (x) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under the Quotation conditions, or
- (xi) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL/Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL/Railway.
- (xii) **(A)** At any time after the Quotation relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazette rank or any other retired gazette officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in any Department of the DFCCIL/Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be,

or

(B) Fail to give at the time of submitting the said Quotation:-

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said Quotation, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or

- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said Quotation the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said Quotation a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and or company as the case may be or to seek employment under the contractor, and after expiry of 48 hours notice a final termination notice should be issued.

Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work, or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice should be issued and adopt the following courses:

To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

4.23 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

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

4.24 LABOUR RULES

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central/State Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc to employees/labour.

4.25 COMPLIANCE OF VARIOUS ACTS:

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

from and against any claims/penalty under the afore said act.

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

The employment of any person less than fourteen years (14 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act. Please note that this clause will not be applicable for drivers, for which age criteria as per the prevalent rules/ law of land has to be adhered.

4.27 SETTLEMENT OF DISPUTES

4.27.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

4.27.2 Mutual Settlement

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

4.28 CONCILIATION/ARBITRATION

Demand for Arbitration

4.28.1

- (i) **Demand for Arbitration:-**In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
 - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
 - (b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - (c) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
 - (d) The place of arbitration would be Ambala/New Delhi

- (iii) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (iv) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

4.28.2 Obligation During Pendency of Arbitration – Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

4.28.3 (a)

(i) For value of claims upto 1.5 crore a sole arbitrator shall be appointed out of a panel of arbitrators. For claims above Rs.1.5 crore, the arbitral tribunal will comprise three Members, one each to be appointed by DFCCIL and the contractor. The Third member, who will also act as the presiding member, will be appointed by mutual consent of the first two members. If these two members fail to reach an agreement on the third member then, on request by either or both parties, appointment will be made by the Managing Director/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL.

(ii) The Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL/Railway officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD. Contractor will be asked to suggest to MD at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway /DFCCIL. The MD shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department.

(iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD fails to act without undue delay, the MD shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

(iv) The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

(v) While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal

with the matters to which the contract relates or who in the course of his/their duties as Railway/DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

(b)

(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

(ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.

(iii) A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

4.28.4 In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

4.28.5 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

4.28.6 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.

4.28.7 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

SECTION- 5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

5.1 INTRODUCTION:-

Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present DFCCIL is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities across the country.

5.2 DETAILED SCOPE OF WORK

The Manpower Service Provider has to provide services of Outsourced Manpower (Helpers) for manning of New Pilkhani, New Khanna & New Mandi Gobindgarh Stations of EDFC during Operation & Maintenance Activities (as per Section-6) in the jurisdiction of Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd., Old Railway Colony, Near Anand Market, Ambala Cantt. – 133001. This scope of work is illustrative and shall be read in conjunction with “Special Conditions of Contract”.

The Scope also covers the following:

For Schedule items (Section-6 “Schedule of Approximate Quantities/ Rate Sheet”)

To carry out the work on “as & when required basis” for Schedule items, detailed in Section-6 “Schedule of Approximate Quantities/ Rate Sheet” of this bid document.

- 5.2.1** The work shall be executed at 03 EDFC Stations namely New Pilkhani, New Khanna & New Mandi Gobindgarh during Operation & Maintenance Activities (as per Section-6) in the jurisdiction of Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. , Old Railway Colony, Near Anand Market, Ambala Cantt. – 133001.
- 5.2.2** Tentative Locations where the work need to be executed on “as & when required basis” is tabulated below:-

Sr. No.	EDFC Station	EDFC Station Code	Block Section	IR Connecting Line
1	New Pilkhani (Uttar Pradesh)	PKYN	PKYN-PKY	PKYN – Pilkhani (IR Station)
2	New Khanna (Punjab)	KNNN	KNNN-KNN	KNNN – Khanna (IR Station)
3	New Mandi Gobindgarh (Punjab)	GVGN	GVGN-GVG	GVGN – Mandi Gobindgarh (IR Station)

- 5.2.3** The work shall be done as per instruction issued by DFCCIL site-in charge. DFCCILs SSOD (Standard Schedule of Dimensions) shall be followed to avoid any infringement during execution of work at the site.
- 5.2.4** The Contractor shall ensure the safety of existing assets, if gets damaged during the work, the repairing /replacement of the same shall be done by the Contractor at his own cost.
- 5.2.5** The Contractor shall ensure to take all safety measures during the execution of the work.

- 5.2.6 The responsibility regarding safety & security of the stored material shall vest with the Contractor only.
- 5.2.7 All workmanship to be used in this work shall be of extremely good quality and shall have appropriate class in every respect and is expected to give trouble free service. DFCCIL shall have full power to reject workmanship or otherwise not in accordance with the Specification and the DFCCIL's decision shall be final.
- 5.2.8 After the issue of the Acceptance letter, the successful bidder shall inform the concerned Dy.PM/APM of DFCCIL as per their respective jurisdiction, prior to start any execution of work at any location.

5.3 PAYMENT TERMS:

The DFCCIL shall make payment to Manpower Service Provider which shall include:-

- i. Remuneration payable to the manpower engaged, it includes the employee share of PF & ESI. (as per Section: 6 Schedule of Approximate Quantities/ Rate Sheet);
- ii. Employers Share of PF & ESI obligation shall be paid extra after submitting the proof of submission by the manpower service provider for Schedule A including the Part time worker under the labour laws.
- iii. Quoted Commission/Rate;
- iv. Goods and Service tax as per the **conditions of the contract**. Any amendment due to change in policy in this regard shall be adhered to under statutory provisions.
- v. For any staff deployed by contractor, no payment shall be made for local movement/journey within the municipal limit of city where the manpower is deployed. For outstation duties actual fare of bus (ordinary)/train (sleeper class) shall be reimbursed and conveyance/Auto Rickshaw charges, only on outstation duty, shall be paid @ of Rs. 6 per Km. Night allowance for outstation duty (beyond 60 km from respective headquarter), @ Rs. 150 shall be paid per person per night, as per deployment of staff on requirement of DFCCIL. If period of stay outside(i.e., more than 60 km) HQ is more than 6 hours, then Rs. 100 and for more than 12 hours, Rs. 150 shall be paid as Travelling Allowance.

The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider within 15 days against the monthly invoices raised 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 quarter regarding submission of statutory payments towards PF, ESI etc. in account of outsourced personnel with the appropriate authorities. **The Manpower Service Provider shall make monthly payment to the outsourced personnel by 7th day of every month.**

5.4 OBLIGATION OF MANPOWER SERVICE PROVIDER

- (i) 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 and details shall be submitted to DFCCIL.
- (ii) Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof

or any other law relating thereto and rules made there under from time to time. The Manpower service provider would undertake to indemnify DFCCIL on any cost or liability that may incur on account of such non-compliance.

- (iii)** 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 and can be claimed from DFCCIL with the monthly bill. As on date the prevailing notification of **DC Ambala, ENDST No. 173-287/DN Dated 25.06.2021, for minimum wages (for various category of workers) is effective from 01.03.2021 as well as the prevailing notification of Government of India for minimum wages (for various category of workers) is effective from 01.10.2021** and these will be treated as the reference rate for calculating the proportionate increase over the tendered rates for all categories. This increase in base rate shall be payable to deployed outsourced staff.
- (iv)** The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- (v)** 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.
- (vi)** 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.
- (vii)** 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.
- (viii)** 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).
- (ix)** 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.

- (x)** The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- (xi)** 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.
- (xii)** 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.
- (xiii)** 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.
- (xiv)** 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.
- (xv)** 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.
- (xvi)** Manpower Service Provider shall provide identity cards bearing the photographs to the all the outsourced personnel deployed in DFCCIL at its own cost.
- (xvii)** The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week or as directed by DFCCIL as per office schedule. 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. However, administration reserves right to call the personnel on National / Gazetted holiday / Sunday. A compensatory off will be provided to the individual in the succeeding weeks in lieu of the same or proportionate additional payment will be made for attending office on Sundays / National holidays, if compensatory off is not provided..
- (xviii)** The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of nonpayment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by him. In no circumstances the actual disbursement shall be less than the agreed/less than minimum wages amount

without prior written approval of DFCCIL.

5.5 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.

5.6 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.

5.7 INDEMNITY -

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

5.7.1 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.

5.8 LEAVE & PENALTIES

A. LEAVE

One day leave shall be permissible to the hired personnel in a month, if personnel remains absent beyond one day in a month, except national holidays/declared holidays/Sunday, pay shall be deducted. If due to any compliance of labour rules or otherwise, any worker proceeds on leave, other than specified in bid documents, contractor shall provide replacement at no additional cost to DFCCIL. Contractor shall also indemnify DFCCIL against any claim in this regard.

B. PENALTIES

a) If any worker arrives late (or leaves early) but permitted to perform duty, pro-rata deduction of the duty rate would be made on hourly basis. If a person deployed is absent as per clause, 5.8(A) the wage shall be deducted

on prorata basis. If any personnel comes late/leaves early on three occasions, one day wage shall be deducted on this account. However, no habitual late comer would be allowed to work and it will be the responsibility of the Manpower service provider to provide a substitute.

- b) If a worker proceeds on long leave beyond maximum permissible leave as per clause, 5.8 (A) or leaves the job, it will be the responsibility of the manpower service provider to provide a substitute immediately. In case substitute is not provided, deduction shall be made on a pro-rata basis from the monthly bills. Further, if a substitute is not provided within 03 days, additional deduction of Rs 100 per worker per day will be made.

5.9 IMPLEMENTATION OF INTEGRITY PACT IN DFCCIL -

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

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

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

5.10 SELECTION/ RECRUITMENT OF MANPOWER

Manpower deployed should have following qualifications:-

- (i) Helper (Civil) - Matriculation plus minimum one year duration course completed Act Apprenticeship/ITI approved by SCVT/NCVT in the trade of Welder/Blacksmith/Fitter/Mechanic Motor Vehicle/Motor Driver cum Mechanic etc.
OR
Retired Technicians/Welders/Maintainers/Blacksmiths etc. from Civil/Engineering Department of Indian Railways.
- (ii) Helper (Electrical) - Matriculation plus minimum one year duration course completed Act Apprenticeship/ITI approved by SCVT/NCVT in the trade of Electrical/Electrician/Wireman/Electronics etc.
OR
Retired Technicians/Fitters/Maintainers/MCM etc. from Electrical/TRD Department of Indian Railways.
- (iii) Helper (Signal & Telecom) - Matriculation plus minimum one year duration course completed Act Apprenticeship/ITI approved by SCVT/NCVT in the trade of Electronics/Communication/Electronic Instrumentation/Industrial Electronics/Applied Electronics/Digital Electronics/Power Electronics/ Computer Networking/ Data Networking etc.
OR
Retired Technicians/Maintainers etc. from S&T Department of Indian Railways.

5.11 Variation:

- (i) Requirement of the manpower is approximate and liable to vary over a period of time.
- (ii) Requirement of manpower for a particular month will be advised to the contractor at-least 15 days in advance and service provider shall arrange the required manpower accordingly.
- (iii) Payment will be made as per actual manpower deployed in any particular months.
- (iv) Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond + 25% variations shall be negotiated/decided on mutually acceptable terms, provided that rate so arrived doesn't exceed the originally accepted rates as per agreement.

SECTION - 6
SCHEDULE OF APPROXIMATE QUANTITIES/RATE SHEET

Notes for Quoting of rates on <https://gem.gov.in>:

1. The bidder is required to fill in the agency's commission for providing manpower (in Percentage) for Schedule A in the prescribed format after logging in to <https://gem.gov.in>
2. In Schedule B, no % age is to be quoted, it shall be reimbursed as per actual.
3. The Contractor will be bound to pay the salary, PF obligation and ESI obligation of employees indicated in Schedule A of "Schedule of Quantity/ Rate Sheet" of Section: 6. The PF & ESI obligation of employer shall be reimbursed by DFCCIL as per "clause 5.3: Payment Terms".

Signature of Bidder/s
Address:

SCHEDULE OF APPROXIMATE QUANTITIES/ RATE SHEET

Schedule: A					
Item No.	Description	Unit	Qty	Rate	Amount
1	<p>Helper (Civil) –</p> <p>Matriculation plus minimum one year duration course completed Act Apprenticeship/ITI approved by SCVT/NCVT in the trade of Welder/Blacksmith/Fitter/Mechanic Motor Vehicle/Motor Driver cum Mechanic etc.</p> <p style="text-align: center;">OR</p> <p>Retired Technicians/Welders/Maintainers/Blacksmiths etc. from Civil/Engineering Department of Indian Railways.</p>	Man Month	36	19404.00	698544.00
2	<p>Helper (Electrical) –</p> <p>Matriculation plus minimum one year duration course completed Act Apprenticeship/ITI approved by SCVT/NCVT in the trade of Electrical/Electrician/Wireman/Electronics etc.</p> <p style="text-align: center;">OR</p> <p>Retired Technicians/Fitters/Maintainers/MCM etc. from Electrical/TRD Department of Indian Railways.</p>	Man Month	36	19404.00	698544.00
3	<p>Helper (Signal & Telecom) –</p> <p>Matriculation plus minimum one year duration course completed Act Apprenticeship/ITI approved by SCVT/NCVT in the trade of Electronics/ Communication/ Electronic Instrumentation/ Industrial Electronics/ Applied Electronics/ Digital Electronics/ Power Electronics/ Computer Networking/ Data Networking etc.</p> <p style="text-align: center;">OR</p> <p>Retired Technicians/Maintainers etc. from S&T Department of Indian Railways.</p>	Man Month	36	19404.00	698544.00
Total of Schedule A					2095632.00
Rate quoted (% age Above/Below/At Par)					
Schedule: B					
1	Traveling Allowance/Night Duty charges/conveyance charges to staff payable for outstation duties as per terms & conditions of contract.	Rs.		As per actual Journey	200000.00
Total of Schedule B (no % age is to be quoted, it shall be reimbursed as per actual)					200000.00

Above schedule is indicative and rates should be filled in the financial offer on <https://gem.gov.in>.

Note: The Manpower Service Provider on award of work shall submit the breakup of monthly CTC in various components including statutory provisions. The Manpower Service Provider shall submit proof of payments to employees and statutory authorities on a monthly and quarterly basis. In case of default in payment of statutory provisions by the Manpower service provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Manpower service provider or the Manpower Service Provider shall reimburse the same to DFCCIL. Any savings in CTC made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.

1. Goods and Service tax shall be paid extra as per the conditions of contract on submission of invoice.
2. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL. The salary indicated against each type of manpower, in above schedule, shall be paid to the outsourced staff deployed by the contractor and only the employee share of EPF and ESI shall be deducted.

The payment by the contractor to outsourcing staff shall be made only through Bank account and the record of transaction in the form of bank statement shall be produced along with the bill.

3. DFCCIL reserves the right to operate additional post, if any, of the scheduled item as and when required within the variation limit as decided by the competent authority.
4. DFCCIL reserves the right to scrap any post, of the scheduled item as and when required without any financial burden on either side.

Declaration by the Bidder

(1) I/We am/are signing this document after carefully reading the contents.

(2) I/We also accept all the conditions of the Quotation and have signed all the pages in confirmation thereof.

Signature of Bidder/s

Address:

BIDDER(S)'S GENERAL INFORMATION		PROOF ATTACHED AT PAGE
1. Name of firm.		
2. Full name of Contractor/s:		
3. Year of Establishment.		
4. Registered Head Office :- Address: -		
5. Operation Address if different from above:		
6. Branch Office in India:		
7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc.		
5. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.		
6. Bank A/C No of Firm with RTGS code for electronic clearance of the payment		
7. Telephone Number		
8. E-mail address & Web Site		
9. Telefax Number		
10. ISO Certification, if any {If yes, please furnish details}		
11. PAN No:/TIN No:		
12. PF / EPF Registration No:		
13. Goods and Service Tax Identification Number (GSTIN) :		
1. The information furnished above shall be supported by authentic documents including registration number of the firm.		
2. The copies of documents submitted shall be duly attested by a Gazetted officer.		
Signature of the Bidder/s: -		

Details of Works completed in last Three Years

S.NO.	Details of Work	Year of Completion	Cost of work	Name and Address of Client
1				
2				
3				
4				
5				

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

Signature of Bidder/s

Self Certificate

- a. I/We have downloaded the Quotation form from the internet site <https://gem.gov.in> and www.dfccil.com and I/we have not tampered/ modified the Quotation documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.

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

Signature of the Bidder/s

DRAFT FORM OF AGREEMENT (To be executed on requisite value of stamp papers)

THIS AGREEMENT made on ____day of _____(Month/year) between DFCCIL, acting through Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd., Old Railway Colony, Near Anand Market –Ambala Cantt - 133001 (herein after called the “DFCCIL”) of the one part and (Name / address of the contractor) (herein after called the contractor) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a) Letter of Acceptance of Quotation
- b) Notice Inviting Quotation
- c) Instructions to the Bidders
- d) Conditions of the Contract
- e) Schedule of approximate quantity

3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorised signatory)

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

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

- 1.
- 2.

- 1.
- 2.

Name and address of the witnesses to be indicated.

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

I/We the under signed hereby solemnly declare and certify that I/we do not have any of our relative/relatives employed in the DFCCIL except the names mentioned herein under:

1.....

2.....

3.....

AND SO ON.....

NOTE:- Names, Designation, Name of Office, Headquarter of the Bidder(s)'s relative in DFCCIL to be mentioned by the Bidder(s)/Bidder(s)s in 1,2,3 and so on above.

Signature of the Bidder/s

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact) is made on__day of the month of_____2021, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____represented by Shri_____Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for a accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such

- information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 2. In case any such preceding misconduct on the part of such official (s) is reported by the 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 disfavour 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 filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 EMD amount & form of EMD will be as per terms & conditions of contract document.
- 5.2 Validity of EMD & Security Deposit will be as per terms and conditions of contract.
- 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 the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for violations

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding 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 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 the [A] from the CLIENT. connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other 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 case 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.
- (xi) The CLIENT will entitled to take all or any the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on the 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.
- (xii) 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 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/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present

case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independence Monitors

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the books of 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 & the[A], including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

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

13. The parties hereby sign this integrity Pact at _____ on_____.

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

BIDDER
Chief Executive Officer

WITNESS

1. _____

2. _____

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 BID DOCUMENT-