



डेडीकेटेड फ्रेट कोरीडोर

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Government of India Enterprise under Ministry of Railways)

TENDER DOCUMENT

**NAME OF WORK: Sanitation/Cleaning Services for the
DFCCIL Corporate Office, New Delhi**

(Tender No.: HQ/Admin./Tender/Sanitation/Cleaning Services/16)

June 2016

NOTICE INVITING TENDER (NIT)

Sealed bids in a single packet system are invited from reputed, experienced and financially sound companies/Firms/Agencies for Sanitation/Cleaning Services for the Dedicated Freight Corridor Corporation of India Ltd, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 as per following schedule:-

1.	Tender No.	HQ/Admn/Tender/Sanitation Services/16
2.	Name of Work	Sanitation/Cleaning Services for the DFCCIL Corporate Office, New Delhi
3.	Duration of contract	Two years
4.	Estimated cost of work	Rs. 74,40,450/-
5.	Cost of Tender Form (Non-Refundable)	Rs. 5,000/- (Rupees five thousand only)
6.	Bid Security	Rs. 1,48,809/- only.
7.	Sale of Tender Form	08/06/2016 to 07/07/2016 (on all working days from 10:00 hrs. to 18:00 hrs.)
8.	Last date of receipt of bids	08/07/2016 (upto 15:00 hrs.)
9.	Opening of bids	08/07/2016 (at 15:30 hrs.)
10.	Bid Validity	90 Days from the Date of Opening of Bids.
11.	Address for communication	DGM/Admin.-I , Dedicated Freight Corridor Corporation of India Ltd., 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001.

Tender Documents can be purchased from DGM/Admin-I, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building, New Delhi-110001 from 08/06/2016 to 07/07/2016 (on all working days from 10:00 hrs. to 18:00 hrs.) on payment of Rs. 5,000/- in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. Tender is non-transferable.

Tender Documents can also be downloaded from the website www.dfccil.gov.in. In such case, the cost of Bid Documents will be deposited alongwith the tender. Detailed terms & conditions and future corrigendum/addendum will be posted on our website.

DGM/Admin.-I

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To,

Group General Manager/Admin.,
Dedicated Freight Corridor Corporation of India Ltd, 5th floor,
Pragati Maidan Metro Station Building Complex, New Delhi-110001.

**Sub.:- Tender for Sanitation/Cleaning Services for the DFCCIL
Corporate Office, New Delhi.**

Ref.: HQ/Admn/Tender/Sanitation/Cleaning Services/16.

- 1 - I/We, have read the various terms and conditions of tender attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Bid security. I/We offer to do the work as set out in the Bid Document. I/We agree to abide by the Terms & Conditions of the Contract and to carry out the work as mentioned in the contract documents.

- 2- Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance or in my/our accepted offer for the work.

Signature of the
Bidder

Name & Address of
the Bidder

Section-1

Instructions to Bidder

Group General Manager (Admin.), DFCCIL, for and on behalf of DFCCIL invites, bids under single packet system from the bidders for outsourcing of sanitation/ cleaning services in DFCCIL's corporate office.

1.1 ELIGIBILITY CRITERIA:-

S.No.	Criteria	Documents Required
i.	<p>(i) Bidder should have successfully completed atleast one work of providing sanitation/cleaning services costing not less than 35% of the Advertised Tender Value of Work (Estimated Cost of Work) in the last three Financial Years {i.e. current year and previous three financial years} for any government department/PSU in their premises. (Date of Start of the Work may not fall in this period).</p> <p style="text-align: center;">OR</p> <p>(ii) Bidder should be carrying out atleast one work of providing sanitation/cleaning services for at least two years with average annual payment not less than 17.5% of the Advertised Tender Value of Work (Estimated Cost of Work) in any government department/PSU.</p>	The bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-I of the bid document.
ii.	The bidder should have received total contract amount of not less than 150% of the Advertised Tender Value of Work (Estimated Cost of Work) against satisfactory execution of completed and ongoing works of all types during three Financial years i.e. Current year and previous 3 financial years as per current ITCC/ audited balance sheet.	Copy of Audited Profit/Loss Account, Balance Sheet, Copy of ITCC Certified by Chartered Accountant.
iii.	Registration for ESI, EPF, Service Tax, PAN number. Affidavit that the firm has not been blacklisted for business by any government department /PSU and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. Registered under Contract Labour (Regulation and Abolition) Act 1970 and a valid labour licence under this Act.	Registration certificates/PAN Number/Valid Labour Licence/ Affidavit/ documents to be enclosed. Performa of Affidavit is given in Annexure-II of the bid document.

Note: - Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.

1.2 Details of the Bidder:

S. No.	Particulars	Details		
1	Name of Agency			
2	Address with Telephone and Fax no., E-mail ID if any			
3	Status of Applicant (Individual/Proprietorship Firm/Partnership Firm/Private Limited/Society/Autonomous body (Attach documentary evidence)			
4	Types of the Services provided			
5	Annual Turnover of Last three Financial Years	2013-14	2014-15	2015-16

- 1.3 Tender Documents can be purchased from DGM/Admin-I, DFCCIL, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 from 08/06/2016 to 07/07/2016 (on all working days from 10:00 hrs. to 18:00 hrs.) on payment of Rs. 5,000/- in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank.
- 1.4 Bids must be accompanied by Bid security of Rs.1,48,809/- by a crossed Demand Draft issued by any Nationalized / Indian Scheduled Commercial Bank drawn in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at Delhi. Bids received without Bid security shall be summarily rejected. No interest shall be paid on Bid Security. The Bid security of the successful bidder shall be adjusted against retention money. The Bid security will be forfeited if the bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance security.
- 1.5 Bid documents along with Bid security and cost of tender documents should be submitted in sealed cover super-scribed as Tender for Sanitation/Cleaning Services of DFCCIL Corporate Office, Tender No. HQ/ADMN/ TENDER/ SANITATION/CLEANING SERVICES/16 and should be deposited in the Tender Box kept in the office of DFCCIL, Pragati Maidan Metro Station building, New Delhi latest by 15.00 hrs. on 08/07/2016. Bids would be opened as per schedule in the presence of representatives of the agencies who choose to remain present. Submission of bid by the Bidder implies that he has fully read and understood the NIT instructions, terms & conditions contained in bid documents and factors having bearing on execution of works.

- 1.6 **Duration of contract:-** Contract shall be deemed to have commenced from the date of issuance of letter of Acceptance and shall be in force for a period of two years extendable further for one year at the same rates, terms and conditions at the discretion of the DFCCIL.
- 1.7 **Contract Agreement & Commencement of Work:-** Within 15 days from the date of issue of the Letter of Acceptance, the successful Bidder will be required to (i) execute the Contract Agreement for Services as per Terms & Conditions of Contract (**Section 2**) and Special Conditions of Contract (**Section 3**). The Successful Bidder shall commence the assignment within 7 days from the date of issue of acceptance letter.
- 1.8 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.
- 1.9 The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, and extend further if required by mutual consent from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his Bid security. The bidders cannot withdraw their offer within the period of validity / extended validity.
- 1.10 Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.
- 1.11 All entries in the bid documents should be legible and filled clearly. Overwriting, cutting, if any, must be initialed by the person authorized to sign the tender bids.
- 1.12 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.
- 1.13 The cost of materials to be used should be realistic and of approved quality. If rates are found unjustifiable, the tender is liable to be rejected.
- 1.14 The Successful Bidder should use Environment Friendly Materials. Wherever available, the Successful Bidder shall submit Material Safety Data Sheet (MSDS) for the Materials. Materials shall be used as per recommendations of the Manufactures/Material Safety Data Sheets (MSDSs) and adequate safety precautions shall be taken while using them.
- 1.15 The bidders may visit/examine the site and its surroundings on any working day to assess the scope of work before submitting their offer.

SECTION-2

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents. For the same item featuring in Special Conditions of Contract/Specifications and General Conditions of Contract, Provision given in Special Conditions of Contract will prevail over the General Conditions of Contract/Specifications. The tenderers must give a certificate along with their offer that they have thoroughly read, understood and accepted the terms & conditions of the contract, specifications as well as other conditions mentioned in tender documents.

- 2.1 DURATION OF CONTRACT:** Contract shall be deemed to have commenced from date of issuance of letter of Acceptance and shall be in force for a period of two years extendable further for one year at the same rates, terms and conditions at the discretion of the DFCCIL.
- 2.2 RETENTION MONEY:** The Bid Security of the successful bidder shall be retained by DFCCIL as part of security and adjusted against Retention Money for the faithful fulfillment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of the contract value. The Retention money, unless forfeited in whole or in part according to the terms & conditions, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention money.
- 2.3 PERFORMANCE GUARANTEE:** Besides, retention money, the successful bidder shall also have to submit Performance Guarantee (PG) amounting to 5% of the contract value in the form of Bank Guarantee (BG) as per prescribed format (Annexure-VIII) from any Nationalized/Indian scheduled commercial bank within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for the work.

The performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be valid up to two months after the expiry of defect liability/contract period. In case, the time for completion of work gets extended, the contractor shall get the validity of performance guarantee extended to cover such extended time for completion of work plus 60 days. The performance guarantee shall be released 21 days after the issue of performance certificate. When the contract is rescinded, the retention money

shall be forfeited and the performance guarantee shall be encashed.

2.4 DFCCIL reserves the right to increase/decrease the manpower under different categories depending on the requirement.

2.5 **PAYMENT TERMS:**

The DFCCIL shall make a lump sum monthly payment to Sanitation/Cleaning Agency which shall include:-

- (i) Remuneration payable to the Sanitary workers and Sanitary Supervisor.
- (ii) Lumpsum cost of Tools & Plant as per quoted rates.
- (iii) Lumpsum cost of Machines & Plant as per quoted rates.
- (iv) Lumpsum cost of cleaning material as per quoted rates.
- (v) Service charges/Profit.
- (vi) Proportionate cost of uniform which is payable @ Rs. 600/set, two sets in a year for sanitary workers and Rs.1002/set, two sets in a year for sanitary supervisor.
- (vii) Service tax as applicable.

The aforesaid consideration will be paid by DFCCIL to the Sanitation/Cleaning Agency within 15 days against the monthly invoices raised by Sanitation/Cleaning Agency at the end of each month, in duplicate. Deduction towards Income Tax and any other Statutory Levies/Taxes as applicable under the Income Tax Act, 1961 and as per Statutory Notifications/Acts etc. applicable from time to time shall be made from all payments being made to the Sanitation/Cleaning Agency and in respect of such deductions necessary certificates of Deduction shall be given.

The Sanitation/Cleaning Agency shall provide the details every quarter regarding submission of statutory payments towards PF, ESI etc. in account of outsourced personnel with the appropriate authorities. The Sanitation/Cleaning Agency shall submit copy of a Bank Document evidencing Payment of previous month's Wages to the outsourced personnel while submitting the Monthly Bill for the forthcoming month. The Sanitation/Cleaning Agency shall ensure payment of Wages etc. to the outsourced personnel through Bank.

The Sanitation/Cleaning Agency shall make monthly payment to the outsourced personnel by 10th of every month.

2.6 **VARIATION:**

25% variation as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. Beyond 25% Variation (both positive and negative), rates will be required to be renegotiated. No Variation will be permitted.

Section- 3

SPECIAL CONDITIONS OF CONTRACT

3.1 OBLIGATION OF SANITATION/CLEANING AGENCY (CONTRACTOR)

- (i) The Sanitation/Cleaning Agency shall submit a complete list of consumable items, equipment/machines that will be used for sanitation services and shall be responsible for supply/installation/refilling/maintenance of all such items/equipment used in DFCCIL's premises in accordance with the scope of work as given at Annexure III of the Bid document.
- (ii) All cleaning materials, equipment/machines required for sanitation to be provided by Sanitation/Cleaning Agency shall be approved by DFCCIL (Details in Annexure-IV, VI & VII). The Sanitation/Cleaning Agency at his own expense and without delay, shall forthwith arrange to submit the fresh samples complying with the specifications laid down in the contract to the officer-in-charge/DFCCIL for approval. The officer in-charge shall intimate to Sanitation/Cleaning Agency whether samples are approved, within 7 days of submission of samples. The officer -in-charge shall have full powers to reject any or all the materials brought to site by Sanitation/Cleaning Agency which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by other means.
- (iii) It shall be the responsibility of the Sanitation/Cleaning Agency to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- (iv) Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency would undertake to indemnify DFCCIL on any cost or liability that may incur on account of such non-compliance.
- (v) In case of any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of NCT Delhi for minimum wages (for various category of workers) is effective from **April 2016** and this will

be treated as the reference rate for calculating the proportionate increase over the tendered rates.

(vi) The Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency 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.

(vii) The Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency 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.

(viii) The Sanitation/Cleaning Agency shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Sanitation/Cleaning Agency, such action should be taken only with approval of DFCCIL.

(ix) No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Sanitation/Cleaning Agency. The Sanitation/Cleaning Agency shall ensure that all persons employed by them are efficient, honest and conversant with the nature of work as required.

(x) The Sanitation/Cleaning Agency 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 circumstance be deemed or treated as the employer in respect of any person(s) engaged/employed by the Sanitation/Cleaning Agency for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Sanitation/Cleaning Agency and Sanitation/Cleaning Agency shall keep DFCCIL totally and completely indemnified against any such claim(s).

(xi) The Sanitation/Cleaning Agency shall maintain all registers and records as required under various Acts/Statutory provisions, which may be inspected by the DFCCIL as well as by the appropriate authorities at any time.

(xii) The attendance rolls for the personnel deployed by the Sanitation/Cleaning Agency at the premises of DFCCIL shall be provided by the Sanitation/Cleaning Agency and it shall be monitored by the Sanitation/Cleaning Agency. These attendance rolls shall be signed by the authorised representative of Sanitation/Cleaning Agency who shall get it verified by the designated officer of DFCCIL. In addition to this, all outsourced personnel will have to follow Bio-Metric Attendance cum Access Control System available in the DFCCIL Corporate Office.

(xiii) Notwithstanding anything herein contained, the Sanitation/Cleaning Agency will be liable to adequately compensate DFCCIL for any loss or damage caused by any act, omission or lapse on the part of the Sanitation/Cleaning Agency or of any persons deployed by it pursuant to the Contract.

(xiv) The engagement of outsourced persons shall be purely on a temporary contract basis. The Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency and the staff in the circumstances provided herein above. The Sanitation/Cleaning Agency will have to provide suitable replacement acceptable to DFCCIL within 03 days.

(xv) 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.

(xvi) The Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.

(xvii) The outsourced personnel should be in proper uniform with name badges. The Sanitation/Cleaning Agency will provide two sets of uniform per year to each staff which shall be reimbursed by DFCCIL as per rates specified.

(xviii) In case the outsourced personnel deployed by the Sanitation/Cleaning Agency is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.

(xix) Sanitation/Cleaning Agency shall provide Photo Identity Cards to all the outsourced personnel deployed in DFCCIL at its own cost. All outsourced personnel shall display Photo Identity Cards while available in the DFCCIL premises.

(xx) 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 DFCCIL or compensatory rest will be given.

(xxi) The Sanitation/Cleaning Agency shall make actual disbursement of wages/salary to the workers and supervisor through their Bank accounts. Sanitation/Cleaning Agency shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Sanitation/Cleaning Agency and the workers engaged by him. In no circumstances, the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.

3.2 TERMINATION OF CONTRACT:

In case the services of the Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency. 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 sanitary staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behavior by the sanitary staff, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any non-compliance of the provisions of the Agreement.

3.3 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 Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency that Cost to the Company does not increase.

The DFCCIL shall provide:- (a) storage space to Sanitation/Cleaning Agency for storing cleaning material and equipment, (b) Water supply and electricity for carrying out the sanitation work.

3.4 FORCE MAJEURE: The Obligations of DFCCIL and the Sanitation/Cleaning Agency 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.

3.5 INDEMNITY: The Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency 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.

3.6 In performing the terms and conditions of the contract, the Sanitation/Cleaning Agency shall at all times act as an Independent Sanitation/Cleaning Agency. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Sanitation/Cleaning Agency. The Sanitation/Cleaning Agency 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 Sanitation/Cleaning Agency and their hired personnel shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

3.7 INCOME TAX: Income Tax as per rates applicable/amended under the Income Tax Act shall be deducted at source unless the contractor is exempted by the Income Tax Authorities.

3.8 SERVICE TAX: Service Tax as applicable on each bill shall be paid by DFCCIL as per prevailing law.

3.9 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 Sanitation/Cleaning Agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

4.0 PENALTIES:

- i) For poor quality of Work i.e. improper cleaning, sanitation, deviation in consumable quality and quantity, for not wearing proper uniform, for not using the cleaning machines or for any other default (i.e. any violation of Contract Agreement), a penalty of Rs. 500/- per occasion per day subject to a maximum of Rs. 1500/- per day can be imposed.
- ii) For each default in respect of shortage of sanitation/cleaning staff, a penalty of Rs. 500/- per day per staff shall be imposed.
- iii) If any cleaning/sanitation staff arrives late, pro-rata deduction of Wages on hourly basis shall be made. For any cleaning/sanitation staff to arrive late or leave early on three occasions, one day's Wages shall be deducted apart from the pro-rata deduction of Wages on hourly basis.

The decision regarding penalty and imposition of penalty shall be solely under the discretion of the officer in charge of the DFCCIL.

(Section 4)

On Letterhead of the Sanitation/Cleaning Agency

FINANCIAL BID

To,
Group General Manager/Administration,
Dedicated Freight Corridor Corporation of India Limited. (DFCCIL)
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi-110001.

Sub: Rates for Sanitation/Cleaning Services for The DFCCIL Corporate Office, New Delhi.

Sir,

We are submitting our rates for Sanitation/Cleaning Services for the DFCCIL Corporate Office, New Delhi as per details given as under:

S. No.	Category	Quantity	Rate per Month (in Rs.)	Total Amount Per Month in Rs.
1.	Sanitary Worker*	22	Rs. 12,097/-	Rs. 2,66,134/-
2.	Sanitary Supervisor*	01	Rs. 16,010/-	Rs.16,010/-
3.	Cost of Uniform			
(i)	Sanitary Worker	22	Rs. 100/-	Rs. 2200/-
(ii)	Sanitary Supervisor	01	Rs. 167/-	Rs. 167/-
4.	Cost of Tools & Plants	As per Annexure-VI		To be filled by the bidder in figures and words.
5.	Cost of Machines & Plants	As per Annexure-VII		To be filled by the bidder in figures and words.
6.	Cost of Cleaning Materials	As per Annexure-IV		To be filled by the bidder in figures and words.
7.	Service Charges/ Profit	To be filled by the bidder in figures and words.		
8.	Total Cost Per Month # (8=1+2+3+4+5+6+7)	To be filled by the bidder in figures and words.		
9.	Total Cost for 24 # Months (9=8×24)	To be filled by the bidder in figures and words.		

***Details of the same given in Annexure-V.**

Service Tax as per applicable rates will be paid extra. The cost as indicated above is inclusive of all taxes and duties excluding Service Tax.

(i) In case of any discrepancy in Amount Quoted in Words and Amount Quoted in Figures, than the Amount Quoted in Figures shall be taken as the Quoted amount.

(ii) In case of any discrepancy in Items of Cost per Month (1 to 7) and Total Cost per Month (8) & Total Cost for 24 Months (9), then the Items of Cost (1 to 7) shall be taken as the Quoted Cost and Total cost (8 & 9) shall be determined by the Quoted Cost (1 to 7).

(iii) The daily wage rate under the Minimum Wages Act notified by Govt. of NCT of Delhi for various categories of workers mentioned in the chart above shall be deemed to be the reference for calculation of monthly wages and would be revised from time to time as per the notification from appropriate authority. The Sanitation/Cleaning Agency shall be reimbursed accordingly.

(iv) The above personnel can also be booked on Sundays and in such a case, a weekly rest will be given on any working day of the following week or proportionate payment due shall be made.

(v) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.

(vi) Uniform to the outsourced manpower shall be provided by Sanitation/Cleaning Agency and following reimbursement shall be done to the Sanitation/Cleaning Agency by the DFCCIL:-

For Sanitary Worker - Rs. 1200/- per year (2 sets in a year), For Sanitary Supervisor- Rs. 2004/- per year (2 sets in a year).

(vii) In case of default in payment of statutory provisions by the Sanitation/Cleaning Agency, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Sanitation/Cleaning Agency or the Sanitation/Cleaning Agency shall reimburse the same to DFCCIL. Any savings by the Sanitation/Cleaning Agency, for any reasons whatsoever, shall accrue to the DFCCIL.

Date: _____

(_____)

Authorized Signatory of the Bidder's Signature

(_____)

Authorized Signatory of the Bidder's Name

Name of the Sanitation /Cleaning Agency

Address:

Telephone No. _____

Mobile No. _____

Fax _____ E-Mail ID _____

Place of Incorporation/Registration _____

Year of Incorporation/Registration _____

Annexure-I

Performa for Experience Certificate. {On The Letterhead of the Issuing Department}

M/shas provided sanitation/cleaning services to this department and has completed the work/service successfully. The details are as under:-

Name of work/ service:

Agreement/contract number:

Nature of service provided:

Date of start of service/work:

Date of completion of work/service:

Total value of work/service during the contract period (if completed):

In case of ongoing work/service, please indicate the annual payment for F.Y. 2013-14, 2014-15, 2015-16.

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

Annexure-II

Performa for Affidavit. {On the Letterhead of the bidder}

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

Signature of Proprietor/Director/Partner

SCOPE OF WORK:

The scope of work includes sanitation/cleaning of DFCCIL's Corporate Office at Pragati Maidan Metro Station Building, New Delhi and associated premises spread over an area of about 8200 square meters. Sanitation / Cleaning Agency shall be responsible for sanitation/cleaning of all the three floors of the station building, circulating area, common area of the building including parking area and garden. The following cleaning services will be done daily from Monday to Friday and on Saturday / Holiday at regular intervals so that the areas covered under the contract remain spic and span all the time. For providing sanitation/cleaning services, the Sanitation/Cleaning Agency shall have Trained Manpower (Annexure V), Cleaning Materials (Annexure IV), Tools & Plant (Annexure VI) and Machines & plants (Annexure VII).

Maintenance Schedule from Monday to Friday:

- (i) Sanitation/Cleaning, Sweeping, Mopping and Wiping of Floors, Railings, Lift Lobbies, Staircases, Corridors, Interior Glass Arcades, Pantries, Toilets, Conference Halls, Meeting Rooms, Chambers, Rooms, Workstations etc. on a daily basis or as required by the Officer-in-charge. Cleaning activity shall start in the morning at 7:30 a.m. so as to complete before 9.15 a.m. The wet mopping of floors, corridors etc. should be carried out atleast thrice a day with phenyl/disinfectant so as to keep premises clean all the time.
- (ii) Spraying of Room fresheners in the Board Rooms, Meeting Rooms, Conference Halls, Chambers of MD, Directors and other Senior Officers before office timings and during the day as required.
- (iii) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls, Sanitary Paper Rolls, Paper Dispenser Rolls, Face Tissue etc. after daily check-ups in the morning, afternoon and on call basis during daytime. Soap containers, mugs, bucket and all other items available in the toilets should be kept absolutely clean throughout the day. Toilets & Wash Room areas are to be cleaned on an hourly basis and as and when required to keep them neat and clean all the time.
- (iv) Removal of dust, cobwebs, waste/ scrap from all dustbins, cleaning of ashtrays, spittoons etc. and disposal of the same in designated spots provided by municipal authorities.
- (v) All Dustbins are to be provided with Polythene/Disposable Covers on a daily basis and as and when required. All Dustbins will have to be cleaned and washed regularly so as to give neat, clean and hygienic appearance.
- (vi) Disposal of accumulated garbage/waste at least twice in a day and/or at any time when garbage/waste is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The garbage should never be kept overnight in the premises of DFCCIL office. The garbage shall be disposed in a sealed manner by carrying them in Disposable Garbage Bags.
- (vii) Sanitation/Cleaning Agency shall make its own arrangement for carriage of materials like garbage, malba, minor building rubbish, earth, etc. and to dispose them beyond the premises to the nearest municipal garbage bin.

Maintenance Schedule on Saturday/Holiday:

Cleaning and Sanitation of entire DFCCIL premises including the following:

- (i) Cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, or any other chemical using automatic mopper/scrubbing machine to be used at least once in a week.
- (ii) Washing & Scrubbing of Staircases, Corridors, Circulating area etc. & Cleaning of Lift Lobbies.
- (iii) Dusting of false ceiling etc. with soft broom and cloth;
- (iv) Cleaning of sofa sets, carpet with vacuum cleaner;
- (v) Cleaning of brass letter name plates by brasso (polish) & other name plates by suitable means.
- (vi) Curtains/blinds cleaning with vacuum cleaner;
- (vii) Tiles cleaning with thinner;
- (viii) Cleaning of Terrace, Parking Area, Garden, Chajjas, Lifts/Air Conditioners/ Plant Rooms, Cleaning of cobwebs, Glass Facades.
- (ix) Shifting of furniture items, cabinets etc. from one floor to another as per the requirement of officer in charge.
- (x) Cleaning and Dusting of Electrical Switchboards, Light Fixtures, Fans, Air Conditioner Grills, Overhead Light Fixtures, Projectors, Fire-Fighting Equipment, Nameplates, Plant Boxes, Doormats, Speakers, Smoke/Fire Detectors, Fire Detection Equipments, BIO-Metric Attendance System Equipment, CCTV System Equipment etc..

The Sanitary/Cleaning supervisor shall ensure that the Sanitation/Cleaning activities are carried out as per schedule given above, maintain attendance of the sanitary workers, allocate duties and supervise their work. He would be responsible for maintaining stock of consumable items provided by Sanitation/Cleaning Agency to be used in DFCCIL's premises and submit a list of these items every month to the officer in charge/DFCCIL for inspection. He will maintain Stock Register and update it on a daily basis. All the Machines/equipment/Tools and Plants should be checked by him and he should ensure that they remain in good working condition. He shall also check and inspect all the toilets for any water leakage/non-functional/missing taps of wash basin and toilets /washrooms and mugs/buckets etc., and check whether the cisterns are in working order and the sheets of western style WCs are not broken/cracked and shall submit a report to the officer in charge. Any tap/WC etc. which require repair etc. should immediately be reported by him to the officer in charge/DFCCIL.

The above said List of Activities in the Maintenance Schedule is only indicative. Any other work related to Sanitation/ Cleaning Services may have to be carried out to keep the DFCCIL premises neat and clean all the time.

Annexure IV

List of Sanitation/Cleaning Materials along with Minimum Quantity Required Per Month:-

S. No.	Particulars of Item	Qty.	Brand name
1	Naphthalene Balls	1 kgs	Bengal Tiger/Trishul/equivalent
2	Disinfectant Liquid (Phenyl/Lizol or Equivalent)	30 L	Reputed Brand
3	Liquid Soap	10 L	Fem/Dettol/Lifebuoy/equivalent
4	W.C. Cleaner	10 L	Harpic/Sanifresh/equivalent
5	Room Fresheners	10 no.	Odonil/ equivalent
6	Air Fresheners	10 no.	Odonil/equivalent
7	Toilet Paper Rolls	20 rolls	Wintex / equivalent
8	Urinal Cubes	03 kg	Homocol/equivalent
9	Detergent Powder	10 kg	Vim/Nirma/equivalent
10	Glass Cleaner	06 L	Colin/equivalent
11	Brooms (Hard)	10 no.	Reputed Brand
12	Brooms (Soft)	06 No.	Reputed Brand
13	Road Broom (complete)	02 no.	Reputed Brand
14	Toilet Brush	10 no.	Reputed Brand
15	Mops/Floor Duster (Big Size)	02 no.	Reputed Brand
16	Wiper	07 no.	Supremo /equivalent
17	Duster (white & yellow)	04 dozen	Reputed Brand
18	Floor Duster (Big Size)	03 doz.	Reputed Brand
19	Chock Pump Unique	02 no.	Reputed Brand
20	Plastic Wool (Juna)	01 dozen	Reputed Brand
21	Plastic Mugs	04 no.	Reputed Brand
22	Dustpan	04 no.	Reputed Brand
32	Face Tissue	50 no.	Wintex / equivalent
24	Jala Brush	02 no.	Reputed Brand
25	Garbage Bag (100 ltr)	12 kg	Reputed Brand
26	Hand Gloves (Rubber)	11 Pair	Reputed Brand
27	Tiles/Granite Cleaner	5 L	Reputed Brand
28	Steel Cleaner (Easy bang 400ml)	1L	Reputed Brand
29	Papers Rolls for paper dispenser	5	Reputed Brand

Note: - The List of Cleaning Materials and Quantity shown against them as above are only indicative. The Successful Tenderer shall arrange the Required Cleaning Materials in addition to the above and shall ensure requisite quantity of all Sanitation/Cleaning Materials to keep premises neat and clean.

REMUNERATION TO THE SANITARY WORKERS & SUPERVISOR

S. No.	Category	Quantity	Minimum Wages	Approx. Gross Pay Per Month (incl. of ESI, EPF & bonus) in Rs.	Total Salary Per Month in Rs.
A)	Sanitary worker	22	As applicable for Unskilled Workers	Rs.12,097/-	2,66,134/-
B)	Sanitary Supervisor	01	As applicable for Clerical & Non-Technical Supervisory Staff	Rs.16,010/-	16,010 /-

S. No.	Category	Basic pay	EPF (13.36%)	ESI (4.75%)	Bonus (8.33%)	Gross pay (p.m.)
1.	Sanitary worker	9568	1278	454	797	12,097
2.	Sanitary supervisor	12662	1692	601	1055	16010

(NOTE: Sanitary Supervisor shall be at least graduate with Min. 3 years of Experience in Sanitation/Cleaning. Successful Tenderer to submit CV of the Sanitation Supervisor for approval).

List of Tools & Plant

S. No.	Tools & Plant	Minimum Quantity Required
1.	Aluminum Ladder	03
2.	Garbage Trolley	01
3.	Janitor Trolley	02

(Note: This list only indicates Minimum Tools and Plant required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly.)

List of Machines & Plant

S. No.	Machines & Plant	Minimum Quantity Required
1.	Scrubbing machine of the Suitable Capacity to cover around 2000 Sqm. area per hour.	01
2.	Vacuum Cleaner of Min. 15L Capacity.	02

(Note: This list only indicates Minimum Machines and Plant required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly.)

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated :

To,

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

Reference: Contract No....., awarded on
.....

This deed of Guaranty made this day of _____ between _____ (name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for construction of _____ (hereinafter called "the contract") to M/s _____ its registered office at _____ (hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rs. in words).

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

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

We _____ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

We _____ (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under the guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

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

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

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

The expressions “the Employer”, the Ban” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

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

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. _____ (in words).
- ii) This Bank Guarantee shall be valid up to _____, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this

Bank Guarantee only if Employer serve a written claim or demand on or before _____.

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

Bank Seal

Signature of Bank Authorize Official with seal

Name:

Designation:

Address:

Witness:

1. Name
Designation
Address
2. Name
Designation
Address

Check List of Documents for Submission by Tenderer

Bid Documents (All Pages of Bid Documents duly stamped and signed by Authorized Signatory);

Demand Draft of Rs. 5,000/- as cost of Tender Document;

Demand Draft of .Rs. 1,48,809/- as Bid Security;

Financial Bid;

Financial Statements as per Eligibility Criteria;

Registration Certificate for ESI, EPF, Service Tax, PAN, Valid Labour License etc.

Annexure- I Experience Certificate

Annexure- II Affidavit

Annexure- III Scope of Work

Annexure-IV List of Sanitation/Cleaning Materials Along with Minimum Quantity Required Per Month

Annexure -V Remuneration to the Sanitary Workers and Supervisor

Annexure –VI List of Tools and Plant

Annexure- VII List of Machines and Plants

Annexure-VIII Format of Bank Guarantee for Performance Security

(End of Documents)