



BID DOCUMENT

FOR

THE WORK OF

Engagement of Manpower Services Provider for Outsourcing of Support Services in DFCCIL
under Chief Project Manager, Noida

TENDER NO: CPM / DFCCIL / NOIDA UNIT / HIRING OF Manpower Services / 2017/02

(Participation through E-Tender only)

Visit: www.tenderwizard.com/DFCCIL

Help: Please contact Tenderwizard helpdesk at No. 011-49424365 or Mr. Suraj
Singh (*Mob. No. 9599653865*)

Dedicated Freight Corridor Corporation of India Ltd. (*Noida Unit*)
A Govt. of India (*Ministry of Railways*) Enterprise
D-89, 1st Floor, Sector-2, Noida-201301
Ph: 0120-2542889, Fax: 0120-4193877
Website: www.dfccil.gov.in

INDEX

S.No	ITEM	Page No.
1.	Check List of items to be Uploaded by the tenderer in E-Tender on or before the last date & time of Bid submission.	3-4
2.	Top Sheet	5
3.	Section-1, Notice Inviting Open E-Tender	6 to 11
4.	Section-2, Instruction to bidders	12 to 19
5.	Section-3, General Conditions of Contract	20 to 35
6.	Section-4, Special Conditions of Contract	36 to 45
7.	Section-5, Schedule of Item, Rate & Quantities (Financial Bid)	46 to 49
8.	<p><u>Section-6 Appendixes- I to X</u></p> <p><u>Format of Appendixes</u></p> <p>(a) Forwarding letter by Tenderer for Acceptance of Tender Conditions- (Appendix-I)</p> <p>(b) Bidder General Information – (Appendix-II)</p> <p>(c) Format for Power of Attorney for Authorized Representative – (Appendix-III)</p> <p>(d) Format for Experience Certificate – (Appendix-IV)</p> <p>(e) Format for Contractual Payment Received for last 3 (<i>three</i>) Financial years – (Appendix-V)</p> <p>(f) Format for Affidavit (Blacklist/ debar) on non-judicial stamp paper (Appendix-VI)</p> <p>(g) Form of Agreement – (Appendix-VII)</p> <p>(h) Certificate of No relative being an Employee of DFCCIL- (Appendix-VIII)</p> <p>(i) Integrity Pact- (Appendix-IX)</p> <p>(j) Format of Bank Guarantee for Performance Security – (Appendix-X)</p>	50 to 71

CHECK LIST

Check List of Items to be Uploaded by the Tenderer in E-Tender on or before the Last Date & Time of Bid Submission	
1	Earnest Money Deposit of Rs.2,26,960/- (<i>Rupees Two Lakh Twenty Six Thousand Nine Hundred sixty only</i>), confirming to Para 2 of General Conditions of Contract under Section-3 of the bid document (<i>Statutory document</i>). The EMD should be in the form of Demand Draft or Banker's Cheque or FDR made in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank. MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderer will have to upload the exemption certificate on the E-Tender Portal and a declaration with regard to registration would have to be given in the forwarding letter as per Appendix-I of the tender document.
2	Cost of Bid document of Rs.5,000/- (<i>Rupees Five Thousand only</i>) in the form of <i>D.D.</i> or <i>Banker's cheque</i> made in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank (<i>Statutory document</i>). MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Bid Document, for which, the tenderer will have to upload the exemption certificate on the E-Tender Portal and a declaration with regard to registration would have to be given in the forwarding letter as per Appendix-I of the tender document.
3	<i>Forwarding letter</i> duly signed by the tenderer for <i>acceptance of tender conditions unconditionally</i> , in the prescribed format as per ' Appendix-I '.
4	Bidder's General Information as per ' Appendix-II '
5	Registration certificate of the Company in case of company.
6	Partnership Deed/Memorandum and Articles of Association of the firm or company (<i>in case of Partnership firm</i>).
7	Documentary evidence in support of Proprietorship (<i>in case of sole proprietor</i>).
8	Copy of PAN/TAN Card, Service Tax Registration Certificate, EPF Registration Certificate & ESI Registration Certificate.
9	Power of Attorney of the person having digital signature for signing/submitting the Tender ' Appendix-III '
10	Detail of similar works completed in last 3 years (<i>i.e. current financial year (upto the date of Closing of tender) and previous 3 financial years</i>) duly submitting the Experience Certificate of each completed work duly signed by the authorized officer of the concerned department as per the format attached as ' Appendix-IV '.
11	Certificate of Contractual Payment Received for last 3 financial years and the current financial year (<i>upto the last date of closing of tender</i>) as per format at ' Appendix-V '
12	Affidavit on non-judicial stamp paper related to blacklist/debar as per ' Appendix-VI '
13	Certificate of No relative being an employee of DFCCIL as per ' Appendix-VIII '

14	Integrity pact duly signed by the bidder as per ' Appendix-IX '
15	Registration under Contract Labour (<i>Regulation & Abolition</i>) Act-1970 and a valid labour license under this Act.
16	Entire Tender Document is first to be downloaded from E-Tender Portal (<i>in PDF Format</i>) and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
17	All pages of all the Corrigendum/Addendum/Clarification etc. (<i>if any</i>) are first to be downloaded from E-Tender Portal and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
18	Financial Bid (<i>Microsoft Excel file</i>) to be filled, saved and uploaded in e-tender portal i.e, www.tenderwizard.com/DFCCIL

Note:-

- (i) Document No.1 to 15 of the Check List above should be scanned and uploaded in the '**Document Library**' of the E-Tender Portal (www.tenderwizard.com/DFCCIL) through digital signature & after that, attach all above documents in particular tender.
- (ii) Similarly the document mentioned at S.No.16 to 17 of the Check List should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter, upload them to E-Tender Portal, through digital signature in document library & after that, attach the same in particular tender.
- (iii) However, the tenderer (s) **must submit document no.1 & 2** of the Check List in **physical form (originals) in a sealed Envelope** (*mentioning heading on the top as EMD & Cost of Bid Document, with name of Work, NIT No., Name & address of tenderer*) to the office of Chief Project Manager, DFCCIL/Noida Unit, D-89, First Floor, Sector-02, Noida-201301. This sealed Envelope must reach CPM/DFCCIL/Noida office on or before last date & time of bid submission, failing which, the offer of the tenderer would be **summarily rejected**.
- (iv) For Document No. 18 of the Check List, only the downloaded 'Financial Bid' file should be uploaded after filling, saving and digitally signed. **Do not upload scanned copy of 'Financial Bid' in 'Document Library'**. The financial bid (*after filling the rates*) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of CPM/DFCCIL/Noida

TOP SHEET

Tender Notice No.	:	CPM / DFCCIL / NOIDA UNIT / HIRING OF Manpower Services / 2017/02
Name of work	:	Engagement of Manpower Services Provider for Outsourcing of Support Services in DFCCIL under Chief Project Manager, Noida.
Tentative Estimated value of the tender	:	<i>Rs.1,13,47,668/- (Rupees One Crore Thirteen Lakh Forty Seven Thousand Six Hundred Sixty Eight Only)</i>
Cost of Tender Document	:	<i>Rs.5,000/- (Rupees Five Thousand only).</i>
Earnest Money	:	<i>Rs.2,26,960/- (Rupees Two Lakh Twenty Six Thousand Nine Hundred sixty only)</i>
Completion period	:	One Year, but extendable by Additional one year.
Validity of Offer	:	90 days from date of opening of Tender.
Last Date & Time of Technical & Financial Bid submission on E-Tender Portal	:	13-06-2017 till 15.00 hrs.
Date & Time of Opening of Bid on E-Tender Portal	:	13-06-2017 at 15.30 hrs.

SECTION-1
NOTICE INVITING OPEN E-TENDER

Dedicated Freight Corridor Corporation of India Ltd.*(A Government of India Enterprise under Ministry of Railways)***SECTION-1****NOTICE INVITING OPEN E-TENDER****Tender Notice No:** CPM/DFCCIL/Noida Unit/Hiring of manpower services/2017/02

1. The Chief Project Manager/DFCCIL/Noida for and on behalf of DFCCIL invites open, E-Tender in Single Packet System on the prescribed form for the under noted work.

1	Tender Notice No.	CPM / DFCCIL / Noida Unit / Hiring of manpower services/ 2017/ 02
2	Name of Work	Engagement of Manpower Services Provider for Outsourcing of Support Services in DFCCIL under Chief Project Manager, Noida.
3	Type of Tender	Open E-Tender, "Single Packet System".
4	Type of Contract	Hiring of manpower services
5	Completion Period	One year from the commencement date but extendable by additional one year. Commencement date would be as communicated through LOA
6	Maintenance /Defect liability period	NIL
7	Tentative Estimated value of the tender	Rs.1,13,47,668/- (<i>Rupees One Crore Thirteen Lakh Forty Seven Thousand Six Hundred Sixty Eight Only</i>)
8	Bid Document Cost (<i>Non-Refundable</i>)	Rs. 5,000/- (<i>Rupees Five Thousand only</i>), in the form of DD or Banker's Cheque in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank. MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Bid Document, for which, the tenderer will have to upload the exemption certificate on the E-Tender Portal and a declaration with regard to registration would have to be given in the forwarding letter as per Appendix-I of the tender document.
9	Earnest Money Deposit	Rs.2,26,960/- (<i>Rupees Two Lakh Twenty Six Thousand Nine Hundred sixty only</i>), to be submitted, by the bidder in the form of DD or Banker's Cheque or FDR in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank. MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderer will have to upload the exemption certificate on the E-Tender Portal and a declaration with regard to registration would have to be given in the forwarding letter as per Appendix-I of the tender document.
10	Validity of the Offer	90 days from the date of Opening of Tender

11	Tender Processing Fees	Rs.8,625/- (<i>Rupees Eight Thousand Six Hundred Twenty Five only</i>) (<i>non-refundable</i>) inclusive of all taxes and duties to be paid through E-payment get way to ITI Limited while requesting of tender.
12	Performance Guarantee	5% of the awarded Contract Value as per General Conditions of Contract.
13	Security Deposit	In addition to performance guarantee, the agency will have to deposit 5% of awarded value of the contract, towards security deposit (<i>to be deducted @ 10% through each running on account bills, after adjusting EMD</i>).
14	Technical Eligibility criteria	<p>The tenderer should have completed at least one similar single work in the last three financial years (<i>i.e. current year up to the date of closing of tender and previous three financial years</i>) for a minimum value of 35% of the advertised tender value of work.</p> <p>Similar nature of work means:- “Supply of Manpower Services on hiring basis” ,</p> <p>Details of works physically completed is to be submitted in the proforma as per Appendix-IV of the bid document.</p>
15	Financial Eligibility Criteria	<p>Total contract amount received during the last three financial years and in the current financial year up to the date of closing of tender as per attested Payment certificate from employer or client, Audited balance sheet duly certified by the Chartered Accountant etc. for a minimum value of 150% of the advertised tender value of work.</p> <p>The tenderer is required to submit the clear details of contractual payments received as per Appendix-V of the bid document duly certified by the Chartered Accountant along with submission of attested Payment certificate from employer or client, Audited balance sheet duly certified by the Chartered Accountant etc.</p>
16	Note for item 14 & 15	<p>a) Notwithstanding the Eligibility Criteria being satisfied, DFCCIL reserves the right to reject/accept the tender after considering the various circumstances of the individual case.</p> <p>(b) Certificates for work(s) executed in India with Central Government/ State Governments of India, Semi Govt. Organizations in India, Central/ State Government Public Sector Undertakings in India and Authorities/ Autonomous Bodies of India shall only be considered. Certificates from private individuals for whom such works are executed/ being executed shall not be accepted.</p> <p>Tenderer should submit clear Experience certificate(s) (as per Appendix – IV of the bid document) issued by an officer of the rank not below Dy. Chief Engineer/ Sr. Divisional Engineer in Railways ; by Executive Engineer / Superintending Engineer of State Govt.; by DGM/Additional General Manager / General Manager or</p>

		<p>the authorized officer in charge of work in PSU's / Authorities for works executed under them. Separate certificate should be submitted for every single similar work. Certificates must also contain name, postal address & Telephone / Fax no. of issuing authority.</p> <p>(c) Onus of producing the acceptable/sufficient documentary proof lies with the tenderer and it should be enclosed along with the tender.</p> <p>(d) Tenderer must submit the Experience certificate of the works claiming in fulfilling the above eligibility criteria. For the purpose of submission of Experience certificates, tenderer must adhere to the guidelines.</p> <p>(e) Note for Experience Certificate (as per Appendix- IV of bid document):</p> <p>(i) Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.</p> <p>(ii) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.</p> <p>(iii) In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.</p>
17	Address of Communication and name of contact person in DFCCIL	<p>Office of Chief Project Manager/Noida Unit, Dedicated Freight Corridor Corporation of India Ltd., D-89, First Floor, Sector-2, Noida-201301 (UP).</p> <p>Contact Person: Shri Satendar Kumar (APM/Elect/Noida) Contact No-9560886462</p>
18	E-Tender Portal Website Address and Helpdesk No.	<p>www.tenderwizard.com/DFCCIL</p> <p>For any help in connection with E-Tendering, please contact at www.tenderwizard.com Helpdesk No-011-49424365 or Mob: 9599653865.</p>

DATE AND TIME SCHEDULE:

19	Date and time of start & submission of filled Tender Document	E-Tender can be downloaded from www.tenderwizard.com/DFCCIL starting at 11 hrs. of 23-05-2017 and can be submitted upto 15:00 hrs. of 13-06-2017 .
20	Date and Time of Opening of Tender on E-Tender Portal	13-06-2017 at 15:30 hrs.

2. ELIGIBILITY CRITERIA

Eligibility criteria of tenderer shall be assessed as per clause 6 of Section-3, General conditions of contract of tender document.

The offer of the tenderer would be considered **ineligible** if, the status of the tenderer is barred or blacklisted one (*by any Central and / or State Government or Public Sector Unit in India*) on the last date of tender submission notified by DFCCIL. **An affidavit on non-judicial stamp paper as per Appendix-VI** is required to be submitted by the tenderer in this regard.

3. Interested bidders who wish to participate should visit **E-Tender Portal** on the website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. However, the tender document has also been uploaded on DFCCIL website www.dfccil.gov.in and Central Procurement Portal www.eprocure.gov.in **for viewing only**.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the **addendum(s)/corrigendum(s)** shall be issued and placed **only on E-Tender Portal** www.tenderwizard.com/DFCCIL, at least three days in advance of last date fixed for submission of tenders. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them from the E-Tender Portal (*in PDF Format*) and thereafter is uploaded on the E-Tender Portal through their digital signature.
5. The tender documents should be submitted through online mode only in website www.tenderwizard.com/DFCCIL. The offer submitted other than online mode, will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (*ITB*), Section-2 for clarification.
6. To participate in the E-Bid submission, it is mandatory for the bidders to have **user ID & password** to login www.tenderwizard.com/DFCCIL, which has to be obtained by submitting an annual registration charges of INR 2000/- + Service tax @ 15% to ITI Ltd. through online mode. Bidders will have to pay the Tender Processing Fee to ITI Ltd. through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries Ltd. (*ITI Ltd.*) need not pay registration charges. For further details, please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (*ITB*), Section-2 for clarification.
7. E-Tender shall be opened online on E-Tender Portal at the address given below at the time and date given in NIT. The tenderer or their authorized representatives may attend the tender opening at the following address.

Chief Project Manager/ DFCCIL/Noida Unit, D-89, First Floor, Sector-2, Noida (U.P)-201301.

Tender shall be submitted as per “Instructions to Bidders (ITB)” forming a part of the tender document.

8. Any tender received **without Earnest Money & Bid Document** Cost in the form as specified in tender documents shall not be considered and shall be **summarily rejected**.
9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL’s assessment of suitability as per eligibility criteria shall be final and binding. DFCCIL also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.
10. Tenderers may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. **EMD** of such tenderer **shall be forfeited**. The decision of DFCCIL in this regard shall be final and binding.
11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document of financially lowest bidder being found false, the provisional qualification shall stand withdrawn, and the next higher bidder (L-2, L-3 So on) shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per Clause No. 10.0 above.
12. **JV or Consortium of any kind will not be permitted for this tender.** (Refer Railway Board letter No. 2002/CE-I/CT/37 JV Pt. VIII dated 14-12-2012)
13. **In case the tenderer is a partnership firm then, the work experience, solvency, turnover and other shortlisting criteria (as specified in the tender document) should be in the name of Partnership firm only.**

We look forward for your active participation.

For & on behalf of DFCCIL
Chief Project Manager/Noida

SECTION-2
INSTRUCTIONS TO THE BIDDERS (ITB)

SECTION-2

INSTRUCTIONS TO BIDDERS (ITB)

- 1. General:** All bidders must note that this being E-tender, so bids received only through E-tendering portal shall be considered as an offer. **Any bid received in paper form (not uploaded in E-Tender Portal)** will simply not be opened and shall be **summarily rejected**.

Further following instructions should be noted by bidders

1.1 PROCEDURE FOR SUBMISSION OF E-TENDER:

1.1.1 Bid Document obtaining process:

The Bidder who wish to view free Notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL OR Central Procurement Portal eprocure.gov.in.

Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. Further the procedure is as follows:-

- Register yourself with M/s. Indian Telephone Industries Ltd. (ITI Ltd.) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain **Class-III** Digital Signature Certificate from ITI Ltd. or any other digital signature issuing authority. In case, bidder wish to obtain the digital signature certificate from ITI Ltd., they may contact helpdesk numbers **011- 49424365 or 9599653865**.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The **Bid Document Cost** has to be paid to DFCCIL **through offline mode** only by way of DD/Banker's Cheque drawn in favor of "Dedicated Freight Corridor Corporation of India Limited payable at Delhi/Noida" and details thereof are to be entered in the relevant columns of E-Bid form available on the portal. However, tender document shall be provided **free of cost** to MSEs registered with a body specified by Ministry of MSME **for the item tendered** for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal.
- Payment of E-Tender processing fees is to be done to M/s. ITI Ltd. through online mode of payment.
- After the payment of E-Tender processing fee and Bid document cost the bidder can download the tender document (PDF File) & 'financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking the link "Show Form".

1.1.2 BID SUBMISSION PROCESS:

- a. Before quoting the rate and uploading the 'Financial Bid', bidders are advised to upload scanned copies of all the requisite documents (*Document No.1 to 15 mentioned in "Check List" of the tender document*) in the document library of E-Tender Portal. Thereafter, attach all these documents in the particular Tender through E-Tender Portal.
- b. Similarly the bidders are required to download the tender document (*S.No.16 of the Check List*) and Addendum/Corrigendum (*if any*) (*S.No.17 of the Check List*) from the E-Tender Portal (*in PDF Format*) & upload the same through digital signature in the document library of the E-Tender Portal. Thereafter, attach all these documents in the particular Tender through E-Tender Portal.
- c. After uploading above documents in the document library and thereafter attaching the same in tender document, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file on his computer. After saving, the bidder can upload the duly filled in file at E-Tender Portal. The name of the **downloaded 'Financial Bid' ('Financialbid.xls')** file should not be changed.
- d. However, the tenderer (s) must submit the **original EMD & Bid Document Cost** in a sealed Envelope (*mentioning heading on the top as EMD & Cost of Bid Document, with name of Work, NIT No., Name & address of tenderer etc.*) to the office of Chief Project Manager, DFCCIL/Noida Unit, D-89, First Floor, Sector-02, Noida-201301. **This sealed Envelope must reach CPM/DFCCIL/Noida office on or before last date & time of bid submission, failing which, the offer of the tenderer would be summarily rejected.**

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

1.3 LANGUAGE OF BID: The Bid, as well as all correspondence and document(s) relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

1.4 CURRENCIES OF BID AND PAYMENT: The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

1.5 PERIOD OF VALIDITY OF BIDS: Bids shall be signed by an authorized person and shall be valid for 90 days from the date of opening of the tender. The Bid for shorter validity period shall be **summarily rejected** by the DFCCIL as non-responsive.

1.6 FORMAT AND SIGNING OF BID: Bid document shall be uploaded through digital signature on the E-Tender Portal by a person duly authorized by the bidder or bidder himself. Any interlineations, erasures, or overwriting on the uploaded bid document shall be valid only if they are signed or initialed by the person signing the bid.

1.7 SIGNING OF CONTRACT: The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response, the successful bidder should sign the contract agreement within 7 days of **submission of PG as stipulated vide clause 4.1 of General Condition of the Contract (Section-3) or as specified by DFCCIL** that such documents are ready.

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

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

1.10 The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited. ***JV or consortium of any kind will not be permitted for this tender.***

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

3.0 UNDERSTANDING THE TENDER DOCUMENT AND ITS AMENDMENTS:-

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

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

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

3.4 DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the last date & time of submission of the bids.

4.0 SIGNING OF ALL BID PAPERS AND COMPLETING FINANCIAL BID:

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-1.1 of ITB.

5.0 DEVIATIONS: The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the tender document and its amendments (*if any*). No deviation in the tender conditions will be allowed.

6.0 COST OF BID DOCUMENT:-

Cost of Bid Document of amount as mentioned in “NIT of Tender” shall be deposited in the form of Demand Draft or Banker’s Cheque payable at place as mentioned in NIT in favor of “DFCCIL” payable at New Delhi/Noida from any Nationalized or Indian Scheduled Commercial bank only.

MSEs registered with a body specified by Ministry of MSME **for the item tendered** are exempted from submission of Cost of Bid Document, for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal and a declaration with regard to registration would have to be given in the forwarding letter as per Appendix-I of the tender document.

Cost of Bid Document in the form of Demand Draft or Banker’s Cheque, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (**in sealed envelope containing EMD & Bid Document Cost**) should also be deposited in the office of CPM/DFCCIL/Noida Unit, D-89 1st Floor Sec-2 Noida, U.P -201301, on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

7.0 EARNEST MONEY DEPOSIT: The tender must be accompanied by a sum of Rs.2,26,960/- (*Rupees Two Lakh Twenty Six Thousand Nine Hundred sixty only*), as Earnest money deposit by offline mode through DD/Banker’s Cheque/FDR drawn in favour of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.

MSEs registered with a body specified by Ministry of MSME **for the item tendered** are exempted from submission of EMD cost for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal and a declaration with regard to registration would have to be given in the forwarding letter as per Appendix-I of the tender document.

Earnest Money Deposit (*EMD*) in the form of Demand Draft or Banker’s Cheque or FDR, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (**in sealed envelope containing EMD & Bid Document Cost**) should also be deposited in the office of CPM/DFCCIL/Noida Unit, D-89 1st Floor Sec-2 Noida, U.P -201301, on or before the last date & time of bid closing, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

7.1 No interest shall be allowed on Earnest Money Deposit.

7.2 The EMD may be forfeited:-

- i. If the tenderer withdraws his offer after the bid opening during the validity period of the offer.

- ii. In the case of successful tenderer, if he fails to furnish the required performance guarantee and Sign the Contract Agreement within the specified time limit prescribed in the contract.
- iii. In case of successful tenderer, the commencement of work is not done within the time period stipulated in the LOA or the tender.

7.2.1 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tender.

7.3 RETURN OF EARNEST MONEY:-

7.3.1 The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible.

7.3.2 The Earnest Money Deposit of the successful tenderer shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD amount.

8.0 DEADLINE FOR SUBMISSION OF TENDER:

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

8.2 Bidder can anytime change the quoted rates before last date & time of submission of tender.

9.0 Withdrawal of Tender: No tender can be withdrawn after submission and during tender validity period.

10.0 OPENING OF THE TENDER

10.1 Tender shall be opened online at the address given below at the time and date given in NIT. The tenderer or their authorized representatives may attend the opening of tender.

Address of Office of the Chief Project Manager/DFCCIL/Noida Unit is as below:-

Chief Project Manager/ DFCCIL/Noida Unit, D-89, First Floor, Sector-2, Noida (U.P)-201301

10.2 Tenderers or their authorized representatives should bring the attested copy of the authorization letter (*who are present*) and shall sign in register as evidence of their attendance.

11.0 CLARIFICATION OF THE TENDERS

To assist the examination, evaluation and comparison of the tenders, DFCCIL may at his discretion ask the tenderers for any clarification as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

12.0 PRELIMINARY EXAMINATION OF BIDS

12.1 The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

12.2 If there is a discrepancy between the rates quoted in figure and words then the rates quoted in words would be considered final for evaluation.

12.3 Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. ***A material deviation, objections, conditionality or reservation is one:***

- i. That affects in any substantial way the scope, quality or performance of the contract.
- ii. That limits in any substantial way, the DFCCILs' rights or the successful Bidder's obligations under the contracts; or inconsistent with the bidding documents: or
- iii. Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

12.4 If a bid is not substantially responsive, it shall be rejected by the DFCCIL.

12.5 In case of tender containing any conditions or deviations or reservations about contents of tender document, then such offer will be termed as ***conditional*** and will be ***summarily rejected***.

13.0 EVALUATION AND COMPARISON OF TENDERS

13.1 The bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria" and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which, his tender is liable to be rejected.

13.2 In case of lowest acceptable bid becoming more than one, the contract shall be awarded to the bidder whose total turnover of the last three years is higher.

14.0 CANVASSING

No tenderer is permitted to canvass to DFCCIL on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

15.0 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS:

DFCCIL reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer (s) regarding the grounds of such action.

16.0 If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.

17.0 AWARD OF CONTRACT

17.1 DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or through bearer that his tender has been accepted.

17.2 Letter of Acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

18.0 SECURITY DEPOSITS (SD):

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of Security Deposit as per contract after adjusting the EMD.

19.0 HELP DESK FOR E-TENDERING

19.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no. **011-49424365 or 9599653865**.

19.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.

20.0 Tenderer or his authorized representative can contact the following DFCCIL official regarding any specific query with regard to the tender:-

Contact: Sh. Satendar kumar

Email: skumar2@dfcc.co.in

Address: D-89, First Floor, Sector-02, Noida-201301

Fax: 0120-4193877

Phone: 0120-2542889/4269832

Mobile: 9560886462

SECTION-3
GENERAL CONDITIONS OF CONTRACT

SECTION-3

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract will form an integral part of the Bid and contract.

In case of any deviation between General conditions of contract and any other Special Condition of Contract of this tender document, the special condition of contract of this tender document shall prevail. The tenderers must give a certificate (*through forwarding letter*) along with their offer that they have thoroughly read, understood and accept the General conditions/special conditions of contract as well as other conditions of tender etc.

1.1 DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression “Department” as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) “Officer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- e) The “Site” shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- f) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- g) The “Contract” shall mean The agreement entered into between the DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any Special conditions, specifications, designs, drawings, priced 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 all its accompaniment and those later incorporated in it by internal consent.
- h) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.

- i) The “Contract Value” / “Contract price” shall mean the value for which the tender is accepted.
- j) The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- k) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- l) A “month” shall mean a calendar month.
- m) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- n) Where the context so requires, word importing the singular number only also include the plural number or vice-versa.

1.2 SUBMISSION OF BIDS

- a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 15:30 hrs.
- b) All bids shall be submitted in accordance with the instructions contained in these documents (*hereinafter called as tender documents*). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents will be **summarily rejected**.
- d) In case of tender containing any conditions or deviations or reservations about contents of tender document, then such offer will be termed as **conditional offer** and will be **summarily rejected**.

1.3 DURATION OF CONTRACT

The duration of the Contract for work to be undertaken by the Contractor is 1 (*One*) year from the **date of commencement of the work as specified in the LOA by DFCCIL**. However, the contract may be extended for a further period of one year on same terms and conditions, at the sole discretion of DFCCIL. **In case of extension, the contractor shall be bound to provide the services, in the extended period, on the same terms and conditions.**

2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit: The tender must be accompanied by a sum of Rs.2,26,960/- (*Rupees Two Lakh Twenty Six Thousand Nine Hundred sixty only*), as Earnest money deposit by offline mode through DD/Banker’s Cheque/FDR drawn in favour of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.

MSEs registered with a body specified by Ministry of MSME **for the item tendered** are exempted from submission of Earnest Money Deposit, for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal and a declaration with regard to registration would have to be given in the forwarding letter as per Appendix-I of the tender document.

Earnest Money Deposit (*EMD*) in the form of Demand Draft or Banker's Cheque or FDR, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (**in sealed envelope containing EMD & Bid Document Cost**) should also be deposited in the office of CPM/DFCCIL/Noida Unit, D-89 1st Floor Sec-2 Noida, U.P -201301, on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

2.1 No interest shall be allowed on Earnest Money Deposit

2.2 The EMD may be forfeited

- i. If the tenderer withdraws his offer after the bid opening (*through E-Tender Portal*) during the validity period of the offer.
- ii. In the case of successful tenderer, if he fails to furnish the required performance guarantee and Sign the Contract Agreement within the specified time limit prescribed in the contract.
- iii. In case of successful tenderer, the commencement of work is not done within the time period stipulated in the LOA or the tender.

In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

3.0 SECURITY DEPOSIT: -

The Earnest Money deposited by the Contractor with his tender will be retained by DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor.

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of Security Deposit as per contract after adjusting the EMD.

Provided also that in case of defaulting contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that, the amount so retained may not exceed 10% of the total value of the contract.

3.1 RECOVERY OF SECURITY DEPOSIT:

Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:

- (a) Security Deposit for the work would be 5% of the contract value,
- (b) The rate of recovery would be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (*except Note (ii) below*); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority.

The Competent Authority shall normally be the authority who is competent to sign the contract. The Competent Authority shall not be lower than Dy. CPM/ACPM (*concerned with the work*). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note:-

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

3.2 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

4.0 PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined as below:-

- 4.1** The successful bidder shall have to submit a Performance Guarantee (PG) amounting to 5% of the Contract value 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 that work.
- 4.2** The successful bidder shall submit the Performance Guarantee (PG) (*as per the format given in the Bidding Document **Appendix-X***), in the form of **Irrevocable Bank Guarantee or FDR in favor of DFCCIL (payable at Delhi/Noida) from any Nationalized or Scheduled Commercial Bank**, amounting to 5% of the awarded contract value.

- 4.3** The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (*LOA*) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 4.4** The value of PG to be submitted by the, contractor will not change for variation in the value up to 25% (*either increase or decrease*). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (*five percent*) for the excess value over the original contract value shall be deposited by the contractor.
- 4.5** The Performance Guarantee (*PG*) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- 4.6** Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed by DFCCIL. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- 4.7** The Officer In-charge of DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (*not withstanding and/or without prejudice to any other provisions in the contract agreement*) in the event of:
1. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event, the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee.
 2. Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In-Charge of DFCCIL, may result in the Contract being determined or rescinded under provision of the GCC and the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
 3. The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

5.0 VARIATIONS IN EXTENT OF CONTRACT.

Variation in Quantities shall be as per the SOP of DFCCIL and shall be binding on the contractor.

6.0 ELIGIBILITY CRITERIA

6.1 The Tenderer(S) should satisfy the minimum Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to upload documents as stipulated below along with their tenders.

6.2 The **Minimum Eligibility Criteria** for this contract is as under:

6.2.1 The tenderer should have completed “*at least one similar single work in the last three financial years (i.e. current year upto the date of closing of tender and previous three financial years)*” for a minimum value of **35% of the advertised tender value of work.**

Similar Nature of work Means:- “Supply of Manpower Services on hiring basis”

Details of works physically completed is to be submitted in the proforma as per Appendix-IV of the bid document.

6.2.2 Total contract amount received during the last three financial years and in the current financial year upto the date of closing of tender as per attested Payment certificate from employer or client, Audited balance sheet duly certified by the Chartered Accountant etc. for a **minimum value of 150% of the advertised tender value of work.**

The tenderer is required to submit the clear details of contractual payments received as per Appendix-V of the bid document duly certified by the Chartered Accountant along with submission of attested Payment certificate from employer or client, Audited balance sheet duly certified by the Chartered Accountant etc.

6.2.3 The offer of the tenderer would be considered ineligible if, the status of the tenderer is barred or blacklisted one (*by any Central and / or State Government or Public Sector Unit in India*) on the last date of tender submission notified by DFCCIL. **An affidavit on non-judicial stamp paper as per Appendix-VI** is required to be submitted by the tenderer with regard to the above.

6.2.4 The tender should have **EPF** Registration, **ESI** Registration No., PAN, Service Tax Registration & Registrations under all the applicable labour laws and should submit copy of the same as per **Appendix-II.**

6.2.5 Note for Item 6.2

- a) Notwithstanding the Eligibility Criteria being satisfied, DFCCIL reserves the right to reject/accept the tender after considering the various circumstances of the individual case.
- (b) **Certificates for work(s) executed in India with Central Government/ State Governments of India, Semi Govt. Organizations in India, Central/ State Government Public Sector Undertakings in India and Authorities/ Autonomous Bodies of India** shall only be considered. **Certificates from private individuals for whom such works are executed/ being executed shall not be accepted.**

Tenderer should submit clear **Experience certificate(s) (as per Appendix – IV of the bid document)** issued by an officer of the rank not below Dy. Chief Engineer/ Sr. Divisional Engineer in Railways ; by Executive Engineer / Superintending Engineer of State Govt.; by DGM/Additional General Manager / General Manager or authorized officer in charge of work in PSU's / Authorities for works executed under them. Separate certificate should be submitted for every single similar work. Certificates must also contain name, postal address & Telephone / Fax no. of issuing authority.

- (c) Onus of producing the acceptable/sufficient documentary proof lies with the tenderer and it should be enclosed along with the tender.
- (d) Tenderer must submit the Experience certificate of the works claiming in fulfilling the above eligibility criteria. For the purpose of submission of Experience certificates, tenderer must adhere to the guidelines.
- (e) **Note for Experience Certificate (as per Appendix- IV of bid document):**
 - i. Similar nature of work physically completed within the **qualifying period**, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should **only** be considered in evaluating the eligibility criteria.
 - ii. The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.
 - iii. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility

6.3 Tenderer(s) shall upload the adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions as per the Appendix-IV & V.

6.4 In case, the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, **the offer shall be considered as in-complete & is liable to be rejected.**

7.0 SUPERVISION AND SUPERINTENDENCE

7.1 Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. The Contractor shall co-ordinate all parts of the work and shall be responsible to see the correct operations and maintenance of the contract as per the conditions of contract document and as directed by Officer-in-charge/DFCCIL.

8.0 WORKMEN

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

9.0 LAWS AND REGULATIONS:

Governing Law:-

The contract documents shall be governed by the laws and by-laws of India.

10.0 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

Contractor's Responsibility for Safety:-

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

11.0 INCOME TAX

Income Tax as per rates applicable/amended (*time to time*) under the Income Tax Act of work shall be deducted at source.

12.0 SERVICE TAX

Service Tax as applicable shall be paid by DFCCIL as per prevailing law.

13.0 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 has to submit the documentary evidence for payment of all statutory remittances along with Bill.

Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

14.0 STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties (*except Service Tax*), levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

Further **DFCCIL** shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc (*except Service Tax*). At the time of quoting/bidding contractor should bear the above fact in mind.

15.0 DETERMINATION OF CONTRACT

15.1 Right Of DFCCIL To Determine The Contract: The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case, work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.

15.2 Payment On Determination Of Contract : Should the contract be determined under sub clause (15.1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Officer Incharge. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

15.3 The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

16.0 (1) 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 favour 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 or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever.
- vi. Abandon the contract, or
- vii. Persistently disregard the instructions of the Officer Incharge, or contravene any provision of the contract, or
- viii. Fail to replace the outsourced manpower after receiving from the Officer Incharge notice to the effect that the said manpower has become unacceptable, or

- ix. Fail to afford the DFCCIL or its representative proper facilities for inspecting the premises of the agency as required under the contract Conditions, or
 - x. 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 or to any person on his or on their behalf in relation to the execution of this or any other contract with DFCCIL.
 - xi. **(A)** At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired DFCCIL officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL for the time being owned and administered by the DFCCIL before the expiry of two years from the date of retirement from the said service of such Officer unless such Officer has obtained permission from DFCCIL 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 tender:
- a) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said tender, or
 - b) The correct information as to such 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 officer, or
 - d) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
 - e) Being such a retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired officer or make at the time of submitting the said tender 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.

Then and in any of the said Clause, the Officer Incharge 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 Officer Incharge, the DFCCIL shall be entitled after giving 48 hours' notice in writing under the hand of the Officer Incharge 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.

16.0 (2) RIGHT OF DFCCIL AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

In the event of any or several of the courses, referred to in Sub-Clause 16 (1) of this Clause, being adopted :

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Officer Incharge shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Officer Incharge shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (*if any*) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Officer Incharge should be released expeditiously.

17.0 LABOUR RULES

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, PF & Employee Insurance.

18.0 FORCE MAJEURE

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

19.0 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the DFCCIL and Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

19.1 MUTUAL SETTLEMENT

All such disputes or differences shall in the first place be referred by the Contractor to the DFCCIL 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.

19.2 CONCILIATION/ARBITRATION

- 19.2.1** It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- 19.2.2** If the Contractor is not satisfied with the settlement by the CPM/Noida on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the DFCCIL in writing to settle such disputes or differences through Conciliation, provided that the demand for Conciliation shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the DFCCIL shall be referred to Conciliator as the case may be and other matters shall not be included in the reference.
- 19.2.3** Managing Director of the DFCCIL may himself act as Sole Conciliator or may at his option appoint another person as Sole Conciliator, as the case may be. In case, Managing Director of the DFCCIL decides to appoint a Sole Conciliator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator. Managing Director of the DFCCIL will appoint Sole Conciliator out of the names agreed by the Contractor.
- 19.2.4** In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Contractor may refer to the Managing Director of the DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the DFCCIL as per the procedure described above for conciliation. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 19.2.5** The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 19.2.6** The language of proceedings, documents or communications shall be in English and the ward shall be made in English in writing.
- 19.2.7** The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 19.2.8** The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the DFCCIL and shall be shared equally between the DFCCIL and the Contractor.

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

20.0 SETTLEMENT THROUGH COURT

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 19.

21.0 SUSPENSION OF WORK

The Obligations of the DFCCIL and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration and payments to the Contractor shall continue to be made in terms of the contract.

- 22.0** The Contractor shall indemnify and save harmless the DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

23.0 MONTHLY STATEMENT OF CLAIMS :

The Contractor shall prepare and furnish to the Officer Incharge once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Officer Incharge which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

24.0 SIGNING OF "NO CLAIM" CERTIFICATE :

The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

25.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED :

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and

also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (*if the contract governed by the Arbitration Clause*) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be whether in his individual capacity or otherwise.

26.0 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS :

- (i) Any sum of money due and payable to the contractor (*including the Security Deposit returnable to him*) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

27.0 PROVISIONS OF EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT, 1952 :

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

28.0 EFFECT AND JURISDICTION OF CONTRACT

The contract shall be considered as having come into force from the date the agency is empaneled by DFCCIL. The laws applicable to this contract shall be the laws enforceable in India. The Courts of District Gautam Budh Nagar shall have exclusive jurisdiction in all matters arising out of and under this contract.

SECTION-4
SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT**1.0 Scope of work, Category of staff and their Qualification /Experience:-**

Manpower Service Provider has to provide services of outsourced Persons in various categories at DFCCIL offices in Noida, Faridabad, Palwal, Gurgaon, Mewat, Rewari, Alwar or at any other place as per the discretion of CPM/Noida. The category of staff, minimum qualification, experience & approximate requirement is mentioned below:-

SN	CATEGORY	ESSENTIAL MINIMUM QUALIFICATION/EXPERIENCE	Requirement
1	Steno/Executive Assistant	a) Graduation OR One year Diploma in Office Management. b) Dictation (10 minutes @ 80 words per minute). c) Transcription (50 minutes – English – on computer) d) MS-Office (Word, Excel and Power Point). e) <u>MINIMUM THREE YEARS</u> relevant experience	03
2	Computer Operator Cum Office Assistant	a) Intermediate OR One year Diploma in Office Management. b) MS-Office (Word, Excel and Power Point) c) <u>MINIMUM THREE YEARS</u> relevant experience.	15
3	Auto CAD Operator	a) Graduate OR Intermediate with minimum 50% of marks. b) Certificate in Auto CAD operation. c) <u>MINIMUM THREE YEARS</u> relevant experience.	01
4	Consultant/ Legal	Minimum Qualification:- Candidate should be law graduate from a recognized university. Essential Requirement:- Candidate should have experience of at least five years in any one or more areas such as dealing the matters related to land acquisition, arbitration matter, court cases related to civil suit, service matter, tax matter & corporate issues. Candidate should also have experience of drafting the application, reply, deeds and examination of legal documents. Desirable Requirement:- Preference may be given to the following attributes: a) Candidate retired from Railways, Central/State Govt. and Central PSUs having experience to deal legal matters, court cases and legal vetting of documents. b) Candidates who are registered with State Bar Council and authorized to do legal practice before any court with the above eligibility. c) Candidate having post graduate in law or post graduate diploma in addition to above qualification.	01

5	Land Consultant like Patwaries etc.	Well conversant person with Revenue land records	17
6	Peon/Attendant /Field Man	Minimum 8th Class passed, Physically fit as per recommendation of CA & SDO / DFCCIL officials. Candidate should be able to read and write in English and Hindi to the Extent of address of office, Files name etc.	21
		Total Manpower	58
Note: The above categories/Manpower can be increased / decreased as per the requirement of DFCCIL.			

2.0 DUTY/RESPONSIBILITIES OF THE OUTSOURCED STAFF

2.1. Steno/Executive Assistant :-

- 2.1.1. All sorts of typing work usually carried out by using the computer with knowledge of MS Office/Excel or any other suitable Software in English/Hindi
- 2.1.2. Movement and maintenance of files, papers, drawings, within office & outside DFCCIL Office including Railway and other offices at Noida
- 2.1.3. Operation of various office equipment like photo copier, Fax, telephones, printer, EPABX etc.
- 2.1.4. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

2.2. COMPUTER OPERATOR CUM OFFICE ASSISTANT :-

- 2.2.1. All sorts of typing work usually carried out by using the computer with knowledge of MS Office/Excel or any other suitable Software in English/Hindi.
- 2.2.2. Movement and maintenance of files, papers, drawings, within office & outside DFCCIL Office including Railway and other offices at Noida/Site offices.
- 2.2.3. Operation of various office equipment like photo copier, Fax, telephones, printer, EPABX etc.
- 2.2.4. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

2.3. Auto Cad Operator :-

- 2.3.1. Preparation of all sorts of drawings using Auto Cad Software/Google Earth with knowledge of MS Office/Excel/Drawing Files or any other suitable Software in English.
- 2.3.2. Movement and maintenance of drawing handed over to him.
- 2.3.3. Record keeping of all the drawing and related documents.
- 2.3.4. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

2.4. Consultant Legal:-

- 2.4.1. He shall take care of all cases related with law, land acquisition, arbitration, court cases etc
- 2.4.2. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

2.5. Land consultant

- 2.5.1. To assist Competent Authority for land acquisition for DFCCIL.
- 2.5.2. To assist in field for various works like joint measurement survey, structure survey, tree survey, property survey and any other measurement etc. as per the instruction of the officers.
- 2.5.3. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

2.6. Peon/Attendant / Field Man

- 2.6.1. Cleaning of rooms, dusting of furniture and equipment in the entire office building. Mopping of the floor of all rooms, corridors passages balconies etc. with moist mopping cloth of every day.
- 2.6.2. Attending to office door bells.
- 2.6.3. Cleaning of all rooms, corridors area including front open area outside of main gate and disposal of rubbish collected everyday by cleaning the area as specified above. Required consumable such as phenyl, brooms, mops, dusters etc. shall be provided by DFCCIL/ CA as per requirement.
- 2.6.4. Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL/CA), cleaning of utensils used in the pantry etc.
- 2.6.5. Arranging and serving the business lunch/dinner/high tea etc. in the office premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be borne by DFCCIL/CA.
- 2.6.6. Accompanying the DFCCIL officials/ CA at work site and assisting them in field related works as and when directed.
- 2.6.7. To assist in field for various works like joint measurement survey, structure survey, tree survey, property survey and any other measurement etc. as per the instruction of the officers.
- 2.6.8. Outstation movement for carrying important letters, files, drawings etc. with or without accompanying DFCCIL officials/ CA officials.
- 2.6.9. Delivering the dak/letters/papers and documents to various Government/ nongovernmental offices in Noida.
- 2.6.10. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

3.0 RATES:

- 3.1 The rates quoted (service charges) and accepted by DFCCIL shall be firm and final during the currency of contract.
- 3.2 All statutory taxes (**Except Service Tax**) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor.
- 3.3 Services Tax, as admissible shall be paid extra on submission of proof (Challan) of depositing the same to concerned Govt. Authority.
- 3.4 No service charge shall be payable on account of the TA/ DA/NA etc. paid to the manpower deployed. This expenditure shall also not be included for variation purposes in the contract.
- 3.5 Whenever there is any change in minimum wages or TA/DA/NA rates by DFCCIL, such revision is to be incorporated by the contractor and paid to the manpower deployed.

4.0 OBLIGATION OF MANPOWER SERVICE PROVIDER

- 4.1. The Manpower Service provider shall, if and when so requested by DFCCIL, will provide the outsourced manpower at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience and the tentative number of outsourced personnel are given at Para-1 of Special Conditions of contract (*Section-4 of Tender document*).
- 4.2. It shall be the responsibility of the Manpower Service Provider to employ only adult workers upto the age of 65 whose antecedents have been thoroughly verified, including character and police verification.
- 4.3. It shall be the responsibility of the Manpower service Provider to undertake written/skill test and interview and verify the qualification/experience of the outsourced manpower. DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the service of such Manpower immediately and shall provide suitable replacement within 05 days' time
- 4.4. If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 10 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 10 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 05 days' time. In case the replacement is not done in 5 days time, penalty will be charged as per para 11.
- 4.5. Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, 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 it may incur on account of such non-compliance, if any.

- 4.6. The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 4.7. The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (*Regulation and Abolition*) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 4.8. The Manpower Service Provider shall decide the modus operandi as to engage workers by them rendering proper and efficient services and to conform to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letter (s) issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/ functions and summary of fulfillment of essential criteria.
- 4.9. 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). **Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Manpower Service Provider.**
- 4.10. **No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider**
- 4.11. 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.
- 4.12. The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 4.13. Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- 4.14. The engagement of outsourced person shall be purely on contract basis through outsource agency and do not confer any right of employment upon DFCCIL directly or indirectly.
- 4.15. 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.

- 4.16.** 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.
- 4.17.** 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.
- 4.18.** The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by Service Provider. However, under no circumstances the actual disbursement shall be less than the agreed amount.
- 4.19.** The Manpower Service Provider shall not terminate the services of hired Manpower unilaterally. In case any hired manpower is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- 4.20.** The outsourced manpower deployed by the agency shall not exceed 65 years (except for legal consultant for which the age limit is 30 to 63 years). Further the Police verification for background check of outsourced staff should be done invariably by the Manpower Service Provider before deployment.
- 4.21.** If an outsourced Support Manpower deployed is absent on a particular day or comes late/leaves early, the extant instructions prevailing in the Company in this regard and as modified from time to time will be applicable. 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.
- 4.22.** If a worker proceeds on leave 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 of charges will be made on a pro-rata basis from the monthly bills. Further, if a substitute is not provided within 05 days, deduction @ double the charges per worker will be made.
- 4.23.** The Manpower Service Provider shall ensure that they and its Support Manpower engaged in DFCCIL shall maintain absolute confidentiality with regard to the information regarding DFCCIL, its premises, clients business, assets and shall not divulge or make known to third parties and trust, accounts, matters or transactions pertaining to DFCCIL which may in any way come to their knowledge.
- 4.24.** It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disability, sickness, etc. DFCCIL shall not be liable to pay or bear any premium/compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk(death, disability, sickness) etc. Manpower Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall act all times to keep the requisite policies running.

5.0 LEAVE:

5.1. Casual/Sickness Leave: One day's casual paid leave for every month during the calendar year will be admissible to the outsourced manpower. Un-availed Casual leave will lapse on 31st December of every year and cannot be encashed.

5.2. Privilege Leave :- On completion of every 4 months of continuous working in DFCCIL, five (5) days paid privilege leave will be admissible to the outsourced manpower, which shall lapse on 31st December of every year and cannot be encashed.

5.3. The sanctioning of the leave will be decided by DFCCIL (*Reporting Officer*) in advance. ***In case prior approval is not taken for leave, it will be considered as unauthorized absence and penalty will be as per para 11.***

6.0 PAYMENT TERMS

6.1. The lump sum amount payable by DFCCIL to the Manpower Service Provider every month shall include the remuneration payable for the outsourced manpower, the commission/ service charge payable to the Manpower Service Provider, applicable Service Tax.

6.2. 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.

6.3. 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.** Other deductions like penalty, recoveries for advances and any amounts due from the Manpower Services Provider shall also be made from the monthly bill.

6.4. The Manpower Service provider on award of work shall submit the breakup of gross pay (CTC) in various components including statutory provisions like ESI, EPF (Employee and Employer contribution).

6.5. The Manpower Service Provider shall provide details with documentary proof every month regarding submission of statutory payments towards EPF, ESI (Employee and Employer contribution) etc. in account of outsourced personnel with the appropriate authorities.

6.6. The monthly payment to the outsourced personnel shall be made as per rates quoted by 5th day of every month. In case, if the 5th day happens to be a holiday or subsequent days happen to be holiday, payment shall be made on the next working day.

6.7. Actual expenditure incurred on TA/DA/NA will be reimbursed. No service charge / service tax will be paid to the contractor on TA/DA/NA.

6.8. The contractor should raise monthly bill of TA/DA/NA expenditure of outsource staff along with the regular salary monthly bills.

6.9. The rates for wages for all the staff engaged by the Contractor will be governed by Minimum Wages Act-1948. As on date, the prevailing notification No.1/13(3)/2017-LS-II dated 20.04.2017 of Central Government Ministry of Labour Employment New Delhi is effective w.e.f.01.04.2017. For Legal Consultant wages as advised by CO/DFCCIL shall be followed.

- 6.10.** The Manpower Service provider will ensure before raising the bill on DFCCIL for the services rendered by outsource persons, the salary / remuneration payable to outsource persons is to be paid & proof of payment should be annexed with the salary bills

7.0 TA/DA Entitlements:-

- 7.1. Travelling Allowance:-**Actual Fare of the Bus/Train (Sleeper Class) shall be reimbursed for local as well as outstation travel, subject to the production of Tickets. In addition to the Bus/Train Fare, actual auto rickshaw charges (subject to the maximum rate prescribed by Appropriate Authority) shall also be payable for outstation duty (between nearest Railway Station/Bus Stand to Office) in cases wherein city bus service or local trains or metro trains are not available.
- 7.2. Daily Allowance:-** DA shall be admissible at the rate of **Rs 175/day** to Peon/Fieldmen and **Rs 350/day to Other Staff**. Daily allowance may be drawn for broken period of a "Day" i.e. 30% for absence from HQ for less than 6 hours and 70% for absence from HQ for 6 hours and more but less than 12 hours duration and 100% for absence for above 12 hours duration. This is applicable only where place is beyond 8 KM from Headquarter and to be certified by Appropriate Authority.
- 7.3. Night Stay Charges:-** Night halt/stay at outstation would be payable at the rate of **Rs.175/300** to peons/ other staffs per night respectively, subject to approval/certification by Appropriate Authority.

8.0 OBLIGATION OF DFCCIL :-

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

9.0 Scope of Service -

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 and the manpower deployed by it shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.***

10.0 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 manpower.

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

- 11.1.** Frequent late comer/absence of outsourced manpower;
- 11.2.** Any in-disciplined behavior by the outsourced manpower which includes taking alcohol, using foul language, getting involved in objectionable activities, etc;
- 11.3.** Discourteous behavior towards any officer or manpower of DFCCIL;
- 11.4.** Not carrying out the duties in a satisfactory manner; and
- 11.5.** Damage or stealing of any asset or property of DFCCIL or officers and manpower of DFCCIL.
- 11.6.** Inability to provide replacement as per para 4.4
- 11.7.** Non-payment of monthly salary to the staff by due date.

NOTE CPM/Noida or any other officer of Noida unit authorized by CPM/Noida, would be the competent Authority to decide the penalty amount and approve the penalty

SECTION-5
SCHEDULE OF ITEMS, RATES & QUANTITIES
(FINANCIAL BID)

DFCCIL/CPM/NOIDA UNIT
SCHEDULE OF ITEMS, RATES & QUANTITIES
(FINANCIAL BID)

Name of Work: Engagement of Manpower Services Provider for Outsourcing of Support Services in DFCCIL under Chief Project Manager, Noida for a period of one year.

SN	Post	Tentative No. of Manpower (Area A)	Tentative No. of Manpower (Area C)	Categorization as per Min. Wages Act	Unit	Area A			Area C			Total Tentative Amount in Rs.
						Approx Gross pay p.m. (in Rs)	Quantity for one year (man month)	Tentative Amount in Rs.	Approx Gross pay p.m. (in Rs)	Quantity for one year (man month)	Tentative Amount in Rs.	
1	Consultant/ legal	1	0	As per CO	Man month	30,000	12	360000		0	0	360000
2	Auto Cad Operator	1	0	Highly Skilled	Man month	21,309	12	255708		0	0	255708
3	Steno/E.A.	3	0	Skilled	Man month	19,757	36	711252		0	0	711252
4	Office Assistant	11	4	Semi Skilled	Man month	18,123	132	2392236	12,875	48	618000	3010236
5	Consultant/ land (Patwari)	8	9	Semi Skilled	Man month	18,123	96	1739808	12,875	108	1390500	3130308
6	Peon/Attendant/Field man	17	4	Unskilled	Man month	16,431	204	3351924	11,005	48	528240	3880164
Total Tentative Estimated Amount												11347668

The bidder shall indicate his Administrative/Service Charges in % age above, on overall cost of Rs. 1,13,47,668/- (One Crore thirteen lakh forty seven thousand six hundred sixty-eight only), both in Figures and Words in para below:-

In Figures **Above**

In Words **Above**

Note: –

- The Bidder/tenderer is required to quote the overall single percentage rate above the Total Tentative Estimated Amount.
- The Bidder/tenderer quoting the rates for individual items will be disqualified.
- The Bidder/tenderer is required to quote the rate in both words and figures.
- In case of discrepancy in rates mentioned in words and figures, rate quoted in words shall prevail.
- Service Tax at applicable rates will be paid extra by DFCCIL as per prevailing law and submission of proof (Challan).**
- The approximate Gross Pay per month mentioned above is as per Chief Labour Commissioner (Central) Order dated 20-04-2017 and includes contribution towards EPF, ESI (Both Employer and Employee). Bonus (if applicable) will be payable extra as per extant rules. The Gross pay is subject to change as per the revision in Minimum wages by Govt. from time to time. The breakup of Gross Pay for Area A & C are as below:-

Class-A					
Category	Min Wage/day as per CLC©	Monthly Basic Wage	EPF @13.15% (Employer contribution)	ESI @4.75% (Employer contribution)	Gross monthly CTC as per Min wages
	A	$B=A*26$	$C=B*0.1315$, $B \leq 15000$	$D=B*0.0475$	$F=B+C+ D$
Unskilled	536	13936	1832.58	661.96	16431
Semi - skilled	593	15418	1972.50	732.36	18123
Skilled/Clerical	653	16978	1972.50	806.46	19757
Highly Skilled	710	18460	1972.50	876.85	21309

Class-C					
Category	Min Wage/day as per CLC©	Monthly Basic Wage	EPF @13.15% (Employer contribution)	ESI @4.75% (Employer contribution)	Gross monthly CTC as per Min wages
	A	$B=A*26$	$C=B*0.1315$, $B \leq 15000$	$D=B*0.0475$	$F=B+C+ D$
Unskilled	359	9334	1227.42	443.37	11005
Semi - skilled	420	10920	1435.98	518.70	12875
Skilled/Clerical	506	13156	1730.01	624.91	15511
Highly Skilled	593	15418	1972.50	732.36	18123

7. The breakup of the Gross pay shown in the table above are indicative and the Manpower service Provider on award of work shall submit the actual breakup of monthly Gross pay in various components including statutory provision like ESI, EPF etc. in accordance with extant rules. Bonus (if applicable) will be payable extra as per extant rules.

8. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
9. Besides the categories mentioned above, DFCCIL may ask the Manpower Service Provider to provide other categories of manpower also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
10. The Gross Pays shown above are indicative only. These are subject to change as per applicable Minimum Wages or policy guidelines issued from Corporate Office of DFCCIL or based on competency of staff as per discretion of DFCCIL.
11. Administrative/Service Charge as accepted by DFCCIL would be payable on the Gross Pay.
12. The categorization of staff indicated in the table of financial bid (*Highly Skilled/Skilled/Semiskilled*) may change at the discretion of DFCCIL.

Signature & stamp of the Bidder

SECTION-6
APPENDIXES

FORMATS

- | | |
|--|-------------------------------|
| (a) Forwarding letter by Tenderer for Acceptance of Tender Conditions- | <i>(Appendix-I)</i> |
| (b) Bidder General Information – | <i>(Appendix-II)</i> |
| (c) Format for Power of Attorney for Authorized Representative – | <i>(Appendix-III)</i> |
| (d) Format for Experience Certificate – | <i>(Appendix-IV)</i> |
| (e) Format for Contractual Turnover for last 3 (three) financial years – | <i>(Appendix-V)</i> |
| (f) Format for Affidavit (Blacklist/ debar) on non-judicial stamp paper | <i>(Appendix-VI)</i> |
| (g) Form of Agreement – | <i>(Appendix-VII)</i> |
| (h) Certificate of No relative being an Employee of DFCCIL- | <i>(Appendix-VIII)</i> |
| (i) Integrity Pact- | <i>(Appendix-IX)</i> |
| (j) Format of Bank Guarantee for Performance Security – | <i>(Appendix-X)</i> |

Appendix-I

FORWARDING LETTER BY TENDERER FOR ACCEPTANCE OF TENDER CONDITIONS
(UNCONDITIONALLY)

To,

Chief Project Manager,
DFCCIL /Noida Unit
D-89, First Floor,
Sector-02, Noida-201301.

Tender Notice No. : CPM / DFCCIL / Noida Unit / Hiring of manpower services/2017/02

Name of the work: Engagement of Manpower Services Provider for Outsourcing of Support Services in DFCCIL under Chief Project Manager, Noida for a period of two years.

1. I/We.....have read the various conditions of tender attached hereto and hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. I/We agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days after the last date fixed for submission of bid including the extension(s) given, if any and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money”. I/We offer to do the work as set out in the Bid document. I/We also agree to abide by the Condition of the Contract and to carry out the work according to requirement, specifications and conditions as laid down by the DFCCIL Administration for execution of present contract.
2. I/We are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
3. A Sum Rs.2,26,960/- (*Rupees Two Lakh Twenty Six Thousand Nine Hundred sixty only*), has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/we do not execute the contract agreement within 7 days of submission of PG as stipulated vide clause 4.1 of General Condition of the Contract (*Section-3*) or as specified by DFCCIL that such documents are ready.
 - OR
 - (ii) I/We do not commence the work within the time period specified in LOA.
4. I/We/am/are a micro and small enterprise registered from ----- (body approved by Ministry of MSME) with registration No. ----- and Terminal validity upto ----- for similar service contract
5. Until a formal agreement is prepared and executed, Letter of Acceptance (*LOA*) issued by DFCCIL, shall constitute a binding contract, between us and DFCCIL, subject to the modification, as may be mutually agreed to and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness

Signature of Tenderer(s)

Tenderer/s address:

Place:

Date:

Signature of tenderer/s

Appendix-II**BIDDERS' GENERAL INFORMATION**

S. No.	Item	Detail
1	Name of firm.	
2	Full name of Contractor/s/Authorized Representative of the firm:	
3	Year of Establishment of the firm.	
4	Registered Head Office :- Address: -	
5	Operation Address if different from above:	
6	Branch Offices in India with their address:	
7	Constitution of firm <i>(give full details including name of Partners/Executive/s power of Attorney holders etc).</i>	
8	Particulars of Registration with Government Semi- Government Organization, Public sector under-Taking and local bodies etc.	
9	Bank A/C No of Firm, Name of the Bank with IFSC code & Name as per Bank Account for electronic clearance of the payment through RTGS	
10	Telephone Number & Mobile of the Authorized representative of the firm	
11	E-mail address of the authorized representative & Web Site of the agency if any	
12	Telefax Number	
13	Pan No:	
14	PF / EPF Registration No:	
15	Service Tax Registration No:	
16	ESI Establishment Registration No.	
17	Other registration details under other applicable labour laws.	

Note: Attach latest valid documentary evidence for item no. 13 to 17.

Date:

Authorized Signatory
Official stamp of the Bidder

Appendix-III

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE

Know all men by these presents, We, *[name of organization and address of the registered office]* do hereby constitute, nominate, appoint and authorize Mr/Ms *[name]*, son /daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/retained by us and holding the position of *[designation]* as our true and lawful attorney (*herein after referred to as the "Authorized Representative"*), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the work *[name of work]*,. including but not limited to signing and submission of all applications/bids, proposals and other documents and writings and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of organization]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in 'yyyy' format]*.

For *[name and registered address of organization]* *[Signature]*
[Name]
[Designation]

Witnesses:

1.*[Signature, name and address of witness]*

2.*[Signature, name and address of witness]*

Accepted
[Signature]
[Name]
[Designation]
[Address]

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix-IV

Specimen format for Experience /Completion Certificate by Govt./Semi Govt./Public Sector undertaking/Autonomous bodies / Municipal bodies for work directly awarded by them

On the Letterhead of the Department/Organization Issuing the Certificate duly indicating the Postal address, Phone Number, Email ID, Fax Number

Letter No.**Dated:**

Details of this work executed by M/s.are as under:-

S.No.	Item	Detail
1	Name of work	
2	Contract Agreement (C/A) No and date	
3	Name of Firm/Organization with Address (Contractor)	
4	Type of services provided	
5	Date of Award of Contract	
6	Has the work physically been completed satisfactorily in all respect as per contract Agreement	Yes/No
7	Actual date of completion of work : (if contract has been completed)	
8	Awarded original value of the contract Agreement	
9	Final value of the Contract as completed (if final bill paid)	
10	Contractual payment made to the agency (till the date of closing of present tender).	
	Payment for FY 2013-14	
	Payment for FY 2014-15	
	Payment for FY 2015-16	
	Payment for FY 2016-17 (upto date of closing of tender)	
11	Performance of the contractor	Satisfactory/Unsatisfactory (Provide details if unsatisfactory)

I hereby certify that the above-mentioned work has been physically completed in all respect as per contract Agreement. Performance of the contractor while executing the work had been satisfactory.

Signature
Name & Designation of officer
Telephone & Mobile number of the officer
Email Id of the officer
Office Address of the officer
Seal/Stamp of officer.

Signature of tenderer/s

- Note:-* (i) In case of more than one work, separate certificates should be provided for each work)
- (ii) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action penal action as per extant guidelines/Law of the land.
- (iii) Copy of the certificate duly attested shall be submitted along with E-Tender.
- (iv) Payment made as indicated in the above certificate will be considered as value of completed work for purpose of determining the eligibility criteria as stipulated under the General Conditions of the contract.

Appendix -'V'**Format for Contractual Payment Received for last 3 (three) Financial years**

(i.e. Current financial year up to date of closing of tender & 3 preceding financial years)

S. No.	Financial Year	Contractual Amount Received	Remarks
1	2014-15		
2	2015-16		
3	2016-17		
4	Current Year upto date of closing of tender		

Note:**In addition to the above, the Bidder has to submit the following documents / information:**

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2017. In case, audited balance sheet for FY 2016-17 is unavailable, then provisional turnover figures certified by CA for FY 2016-17 may be submitted.
- ii) For current year the provisional turnover (*upto date of tender submission*), duly certified by CA to be submitted.

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Tenderer

Appendix-VI

**Performa for Affidavit (Blacklist / Debar)
(on non-judicial stamp paper)**

I _____ Proprietor/Director/Partner of the firm
M/s _____ do hereby solemnly affirm that the
status of the firm M/s _____ is not
blacklisted/debarred by any Central or State Government or Public Sector Unit in India as on
the date of submission of the tender.

Signature of Proprietor/Director/Partner

Appendix-VII

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, D-89, First Floor, Sector-2, Noida (U.P), acting through (Project Head and name / address of the Project) (hereinafter called "the DFCCIL / Engineer") of the one part and _____ (name and address of the Contractor) (hereinafter 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 Offer 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 Tender
 - b) Forwarding letter submitted by the Tenderer in the bid as per Appendix-I of the bid document.
 - c) Bidder General Information submitted by the Tenderer in the bid as per Appendix-II of the bid document.
 - d) Copy of PAN/Service Tax/Other Registration Certificates submitted by the Tenderer in the bid.
 - e) Power of Attorney submitted by the Tenderer in the bid as per Appendix-III of the bid document.
 - f) Integrity Pact is to be signed afresh on a Stamp Paper of Rs.100/- as per the Appendix-IX of the bid document.
 - g) BG submitted by tenderer for Performance Guarantee as per the format specified vide Appendix-X of the bid document.
 - h) Verification document of BG/PG.
 - i) Company profile of the bidder as submitted in the bid document.
 - j) Accepted Price bid/Financial Bid along with Schedule of quantities.
 - k) NIT as per Section-1 of bid document.
 - l) Instruction to Bidders as per Section-2 of bid document.
 - m) General Condition of Contract as per Section-3 of bid document.

- n) Special Condition of contract as per Section-4 of bid document.
 - o) Corrigendum/Addendum if any.
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 within a period of 2 years from the commencement date as specified in Clause No.2.5 of Section-4 of Bid document 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.
5. ***I agree to indemnify the DFCCIL against any claim which may be made under various clauses mentioned in the bid document.***

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)

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

Witness:

- 1.
- 2.

(Name, Designation and address of the authorized signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated

Appendix VIII

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 tenderer(s)'s relative in DFCCIL to be mentioned by the tenderer(s)/tenderer(s)s in 1,2,3 and so on above.

SIGNATURE OF
TENDERER(S)/TENDERER(S)S

Appendix-IX

INTEGRITY PACT

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on _____ day of the month _____ 2017, 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 (*herein after 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 or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour of 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 advantages 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 officials(s) in reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

3.0 Commitments of BIDDERS

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 committee itself to the following:-

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, officered 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 of the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries,

whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:

- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of 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 employees of the CLIENT.

4.0 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.

5.0 Earnest Money (Security Deposit)

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

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

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by 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.

6.0 Sanctions for violations

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

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

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

6.2 The CLIENT will entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other stature enacted for prevention of corruption.

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

7.0 Fall Clause

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.

8.0 Independent Monitors

- 8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission (*Name 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.

9.0 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.

10.0 Law and Place of Jurisdiction

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.

11.0 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 .

12.0 Validity

12.1 The validity of this integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the [B].

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

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

CLIENT
Name of the Officer
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 was may be.

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

Appendix-X

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee no.....

Date.....

To,

Chief Project Manager,

Dedicated Freight Corridor Corporation of India Ltd/Noida Unit

D-89, 1st Floor, Sector-2,

Noida-201301

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 (*hereinafter called the Employer*) of the other Part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for (*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 officials*), 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

Signature of tenderer/s

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..... (*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 this 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 undertakes to renew this guarantee or to extend the period of guarantee from 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 or 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 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 Bank “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:

Signature of tenderer/s