



डेडीकेटेड फ्रेट कोरीडोर

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



## **E-Tender Document**

**Name of Work: Sanitation/Cleaning Services for the  
DFCCIL Corporate Office, New Delhi**

**Tender No.: HQ/Admin./Tender/Sanitation/Cleaning Services/22  
(Participation through E-Tender only)**

Visit: [www.gem.gov.in](http://www.gem.gov.in)

**September 2022**

### **Corporate Office:**

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),  
5<sup>th</sup> Floor, Supreme Court Metro Station Building Complex,  
New Delhi-110001.**

**Phone: +91-11-23454700: Fax: +91-11-23454701**

**Tender for Sanitation/Cleaning Services for the  
DFCCIL Corporate Office, New Delhi  
(Tender No.: HQ/Admin./Tender/Sanitation/Cleaning Services/22)**

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**SECTION-1**  
**NOTICE INVITING TENDER (NIT) (Online)**

Sealed bids in a single packet system are invited from reputed, experienced and financially sound Companies/Firms/Agencies for Sanitation/Cleaning Services for the DFCCIL Corporate Office, New Delhi as per the following schedule: -

1.1	Tender No.	HQ/Admin./Tender/ Sanitation/Cleaning Services/22
1.2	Name of Work	Sanitation/Cleaning Services for the DFCCIL Corporate Office, New Delhi
1.3	Type of Tender	E-Open Tender
1.4	Duration of Contract	Three Years from the Date as Specified in the Letter of Acceptance.
1.5	Estimated Cost of Work	Rs. 2,02,50,741/- Excluding GST (approximate)
1.6.	Cost of Tender Document (Non- Refundable)	The Bid Document Cost is Rs. 11,800/- (Rs. 10,000/- + 18% GST (Rupees Eleven thousand eight hundred only) in the form of Demand Draft (DD) or Banker's Cheque in favour of DFCCIL payable at Delhi from any Nationalized Bank or Indian Scheduled Commercial Bank. For Complete detail mentioned in section – 3 (Instructions to Bidder) clause no. 4.5.
1.7	Earnest Money Deposit (EMD)	Rs. 2,51,254/- (Rupees Two lakh Fifty One thousand Two Hundred Fifty Four Rupees only), (Rupees Two Lakh Plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 Crore subject to a maximum of Rs. 1 Crore). The EMD should be in the form of Demand Draft or Banker's Cheque or FDR made in favor of DFCCIL payable at Delhi from any Nationalized or Indian Scheduled Commercial Bank. For Complete detail mentioned in section – 3 (Instructions to Bidder) clause no. 4.6.
1.8	Uploading of NIT and Tender Document	As mentioned in GeM on <a href="http://www.gem.gov.in">www.gem.gov.in</a>
1.9	Last Date and Time of Submission of Tender (Online)	As mentioned in GeM on <a href="http://www.gem.gov.in">www.gem.gov.in</a>
1.10	Date of Time of Opening of Tender ( Online)	As mentioned in GeM on <a href="http://www.gem.gov.in">www.gem.gov.in</a> .
1.11	Tender Validity	As mentioned in GeM on <a href="http://www.gem.gov.in">www.gem.gov.in</a>

1.12	Address for Communication	DGM/Admin, Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5 <sup>th</sup> Floor, Supreme Court Metro Station Building Complex, New Delhi-110001. Mobile: 9717636812, Centralized Fax 011-23454701.
1.13	Help Desk for E-Tendering on <a href="http://www.gem.gov.in">www.gem.gov.in</a>	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at <a href="http://www.gem.gov.in">www.gem.gov.in</a>
1.14	Availability of Tender Documents	The Tender documents can be downloaded from <a href="http://www.gem.gov.in">www.gem.gov.in</a> , Tenderer who wishes to view free Notification and Tender Documents can visit <a href="http://www.gem.gov.in">www.gem.gov.in</a> & DFCCIL's website <a href="http://www.dfccil.com">www.dfccil.com</a> ;  DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be uploaded on website <a href="http://www.gem.gov.in">www.gem.gov.in</a> .

## 2.0 General

- 2.1 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.
- 2.2 The Offer shall be valid as mentioned in GeM on [www.gem.gov.in](http://www.gem.gov.in), and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.3 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.gem.gov.in](http://www.gem.gov.in). Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

**SECTION 2**

**(i) FORMAT FOR COVERING LETTER OF TENDER.**  
(On Letter Head of Firm/Company/Agency)

To,  
General Manager (Admin.)  
DFCCIL,  
New Delhi.

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

**Ref.:** Tender No. HQ/Admin./Tender/Sanitation/Cleaning Services/19.

1. I /We, have read the various terms and conditions of tender attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period as specified in GeM from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for forfeiture of EMD. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Tender Document for the execution of present contract.
2. A sum of Rs.....is being submitted as EMD in the form of Demand Draft/Banker's Cheque No. .... dated..... issued by bank ..... (Name & Branch of Bank). The EMD shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
  - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 3% of contract value) as per the Annexure I of Tender Document, within 15 days of issue of letter of acceptance; or
  - iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
  - iv) I/We withdraw the offer during the period of validity/extended validity; or
  - v) When any of the information furnished by the tenderer not found true.
3. Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Bidder)

\_\_\_\_\_  
(Signature of Witness)

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(Name & Address of Witness)

**ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED**

<b>S. No.</b>	<b>Documents to be Attached</b>	<b>Tick Yes/No</b>
1.	Cost of Tender Document in the prescribed form.	
2.	Earnest Money Deposit (EMD) of requisite amount in the prescribed form.	
3.	The Covering Letter as per format given in the Section 2	
4.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
5.	Registration Certificate for ESI, EPF & Contract Labour (Regulation and Abolition) Act 1970	
6.	Certified Copy of GST No, PAN Card & Aadhar Card.	
7.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed/Memorandum and Articles of Association of the Company/Firm/Agency.	
8.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III.	
9.	Experience Certificate as per Annexure-IV and Affidavit as per Annexure-VI.	
10.	Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2019-20, 2020-21 and 2021-22 and Un-Audited Turnover for the Year 2022-23 (From April 2022 Till Date) Certified by a Chartered Accountant as per Annexure V.	
11.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
12.	Financial Bid to be filled Online.	

**Important Notes:**

- i. The rates should be quoted in figures and words. If there is any variation between the rates quoted in figures and words, the rates quoted in 'Words' shall be taken as correct rates.

### SECTION 3

## INSTRUCTIONS TO BIDDERS

### 1.0 The Salient Features of the Contract are as follows:

i.	Tender No.	HQ/Admin./Tender/ Sanitation/Cleaning Services/22
ii.	Name of Work	Sanitation/Cleaning Services for the DFCCIL Corporate Office, New Delhi
iii.	Duration of Contract	Three Years from the Date as Specified in the Letter of Acceptance.
iv.	Estimated Cost of Work.	Rs. 2,02,50,741/- Excluding GST.
v.	Earnest Money Deposit (EMD)	<p>Rs. 2,51,254/- (<i>Rupees Two lakh Fifty One thousand Two Hundred Fifty Four Rupees only</i>), (<i>Rupees Two Lakh Plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 Crore subject to a maximum of Rs. 1 Crore</i>). The <b>EMD</b> should be in the form of <b>Demand Draft</b> or <b>Banker's Cheque</b> or <b>FDR</b> made in favor of DFCCIL payable at Delhi from any Nationalized or Indian Scheduled Commercial Bank.</p> <p>For Complete detail mentioned in section – 3 (Instructions to Bidder) clause no. 4.6.</p>
vi.	Performance Security	3% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security Deposit/ Retention Money	Overall Security Deposit is 5% of Contract Value. EMD of Rs. 2,51,254/- to be adjusted against the Security Deposit. Balance to be deducted @ 10% from each of the running bills till realization of the full amount.
viii.	Cost of Tender Document (Non- Refundable)	<p>The Bid Document Cost is Rs. 11,800/- (Rs. 10,000/- + 18% GST (<i>Rupees Eleven thousand eight hundred only</i>)) in the form of Demand Draft (DD) or Banker's Cheque in favour of DFCCIL payable at Delhi from any Nationalized Bank or Indian Scheduled Commercial Bank.</p> <p>For Complete detail mentioned in section – 3 (Instructions to Bidder) clause no. 4.5.</p>



## 2.0 ELIGIBILITY CRITERIA: -

S. No.	Criteria	Documents Required
(i)	The Bidder should have successfully completed at least one work of providing Sanitation/Cleaning Services costing not less than 35% of the Advertised Tender Value of Work (Estimated Cost of Work) in the last Three Financial Years {i.e. Current Financial Year (2022-23) and Previous Three Financial Years (2019-20, 2020-21 and 2021-22)} for any Government Department/PSU. Date of start of work may not fall in this period.	The Bidder has to submit certificate issued by concerned authorities as per Performa given in <b>Annexure-IV</b> of the Tender Document.
(ii)	The Bidder should have received Total Contract Amount of not less than 150% of the Advertised Tender Value of Work (Estimated Cost of Work) against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. Current Financial Year (2022-23) (April 2022-Till Date) and Previous 3 Financial Years (2019-20, 2020-21 and 2021-22) as per ITCCs/Audited Balance Sheets.	Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year (2019-20, 2020-21 and 2021-22 and 2022-23 (April 2022-Till Date)) and Copy of Audited Balance Sheets for Three Financial Years 2019-20, 2020-21 and 2021-22 and Un-Audited Turnover for the Year 2022-23 (April 2022 -Till Date) Certified by Chartered Accountant as per <b>Annexure V</b> .
(iii)	<b>a)</b> The Bidder should be registered for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.	Valid Registration Certificate for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.
	<b>b)</b> The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card.	Copy of GST Registration Number, PAN Card and Aadhar Card.
	<b>c)</b> The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.	Affidavit/Documents to be enclosed. Performa of Affidavit is given in <b>Annexure VI</b> of the Tender Document.
<b>Important : If any Prospective Service provider Firm/Entity, bidding for the tender, quotes less than 3.5% Service charges (including GeM charges @ 0.85%) their Offer /Bid shall be treated as unresponsive and will not be considered.</b>		
<b>Note: Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria.</b>		

### 3.0 Details of the Bidder

S. No.	Particulars				
1.	Name of Company/Firm/Agency.				
2.	Address with Telephone, Fax No., Mobile No. and E-Mail ID.				
3.	Status of Applicant (Individual/Proprietorship Firm/Partnership Firm/Private Limited/Society/Autonomous Body (Attach documentary evidence)				
4.	Type of the Services Provided				
5.	Annual Turnover of Last Three Financial Years and the Current Year (Audited Balance Sheets Certified by Chartered Accountant for the Financial Years 2019-20, 2020-21, 2021-22 to be enclosed and for the Financial Year 2022-23 (April 2022-Till Date) Unaudited Turn over certified by Chartered Accountant to be enclosed)	2019-20	2020-21	2021-22	2022-23 (April 2022-Till Date)

### 4.0 SUBMISSION OF E-TENDER: -

General: All bidders must note that this being E-tender, so bids received only through GeM's portal shall be considered as an offer. Any bid received in paper form (not uploaded in GeM's Portal) will simply not be opened and shall be summarily rejected. Further, following instructions should be noted by bidders :-

#### 4.1.1 PROCEDURE FOR SUBMISSION OF E-TENDER THROUGH GeM's PORTAL:

##### I. Bid Document obtaining process:

The Bidder who wants to view Notification and tender documents can visit GeM's portal ([www.gem.gov.in](http://www.gem.gov.in)).

Interested bidders who want to participate should visit GeM's portal website ([www.gem.gov.in](http://www.gem.gov.in)) which is the only website for bidding their offer. Further the procedure is as follows:-

- Register yourself with GeM's portal ([www.gem.gov.in](http://www.gem.gov.in)) and follow the instructions in the said portal.

- Obtain Class-III Digital Signature Certificate from any Controller of Certificate Authorities (CCA) approved digital signature issuing agency.
- Using the login ID, password and digital signature tender documents can be viewed in the said portal and it can be downloaded and uploaded the required documents while submitting the bid to purchase the tender document.
- The Bid Document Cost is Rs. 11,800/- (Rs. 10,000/- + 18% GST (Rupees Eleven thousand eight hundred only) in the form of Demand Draft (DD) or Banker's Cheque in favour of DFCCIL payable at Delhi from any Nationalized Bank or Indian Scheduled Commercial Bank. The Preferential treatment and other benefits, such as waiver of Cost of Bid documents to MSE firms with respect to tendered item i.e. Hiring or Manpower Service Providing Agency for General cleaning of buildings will be given only to those MSE firms who are registered for the NIC Code – 8121 (Class – 8121 and Sub Class-81210) under Udyam Registration or valid UAM. No. MSE preferential treatment or waiver of Cost of Bid Document shall be granted to the MSE bidder without submission of relevant MSE certified as mentioned above. Necessary certificate in this regard has to be uploaded in the GeM's portal along with the Bid document.

## II. BID SUBMISSION PROCESS:

- a) Before quoting the rate and submitting the 'Financial Bid', bidders are advised to upload scanned copies of all the requisite documents mentioned in "Check List" of the tender document in GeM's portal ([www.gem.gov.in](http://www.gem.gov.in)). Thereafter, attach all these documents in the particular Tender through E-Tender Portal.
- b) Similarly the bidders are required to download the tender document and Addendum/Corrigendum (if any) from the GeM's portal ([www.gem.gov.in](http://www.gem.gov.in)).  
However, the tenderer (s) must submit the original EMD in the form of Demand Draft, Banker's Cheque, or FDR made in favour of Dedicated Freight Corridor Corporation of India Limited payable at Delhi from any Nationalized or Indian Scheduled Commercial Bank. EMD should be in the form of Demand Draft, Banker's Cheque, or FDR made in favour of Dedicated Freight Corridor Corporation of India Limited payable at Delhi from any Nationalized or Indian Scheduled Commercial Bank. The original EMD instrument should be deposited at DFCCIL, Corporate office on or before the bid end date and time. The bidder or his representative should drop the EMD instrument in a sealed envelope in the designated tender box kept at reception area, 5th Floor, DFCCIL, Supreme court Metro Station Building Complex, New Delhi, 110001. The cover of envelope containing original EMD instrument must indicate the bid number on it. No document other than EMD should be submitted by bidder in the envelope. If any document other than EMD instrument is found in the envelope, then the same shall be discarded at the risk of the bidder.

The preferential treatment and other benefits, such as waiver of EMD to MSE firms with respect to tendered item i.e. Hiring or Manpower Service Providing Agency for General cleaning of buildings will be given only to those MSE firms with are registered for the NIC Code – 8121 (Class

– 8121 and Sub Class-81210) under Udyam Registration or valid UAM. No MSE preferential treatment or waiver of EMD shall be granted to the MSE bidder without submission of relevant MSE certificate as mentioned above.

- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 CURRENCIES OF BID AND PAYMENT:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
- 4.1.5 PERIOD OF VALIDITY OF BIDS:** Bids shall be signed by an authorized person and shall be valid for 60 days from the date of opening of the tender. The Bid for shorter validity period shall be summarily rejected by the DFCCIL as non-responsive.
- 4.1.6 SIGNING OF CONTRACT:** The successful bidder, whose tender is accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a Letter of Acceptance (LoA). In response, the successful bidder should sign the contract agreement within 30 from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement as per instruction mentioned in Clause 4.0 of General Condition of Contract of Section -4.
- 4.1.7 CORRUPT PRACTICES:** The DFCCIL require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
- 4.1.8** 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.
- 4.1.9** 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.
- 4.1.10** The bidder is expected to read/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.

#### **4.2 UNDERSTANDING THE TENDER DOCUMENT AND ITS AMENDMENTS:-**

- a) 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.
- b) The bidder is advised to visit and examine the site (DFCCIL Corporate Office) 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.
- c) At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or due to any administrative reason may amend the bidding documents by issuing Corrigendum, which shall form part of the Tender documents.
- d) 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.

#### **4.3 SIGNING OF ALL BID PAPERS AND COMPLETING FINANCIAL BID:**

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic.

It is a mandatory precondition that each and all the pages of Bid application shall be uniquely numbered and self explanatorily, cross-referenced. The cross Referencing of all the pages shall be visibly reflected (the specific page number at which a clearly described Document is placed in the Bid Application) in a suitably designed Index, appended just after the Covering Letter, to facilitate the DFCCIL in ready referral.

**4.4 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.

#### **4.5 COST OF BID DOCUMENT:-**

The cost of Bid Document is Rs. 11800/- (Rs. 10,000/- + 18% GST (Rupees Eleven thousand eight Hundred only) in the form of Demand Draft (DD) or Bankers Cheque in favour of DFCCIL payable at Delhi from Nationalized Bank or Indian Scheduled Commercial Bank.

The preferential treatment and other benefits, such as waiver of Cost of Bid documents to MSE firms with respect to tendered item i.e. Hiring or Manpower Service Providing Agency for General cleaning of buildings will be given only to those MSE firms with are registered for

the NIC Code – 8121 (Class – 8121 and Sub Class-81210) under Udyam Registration or valid UAM. No MSE preferential treatment or waiver of Cost of Bid Documents shall be granted to the MSE bidder without submission of relevant MSE certificate as mentioned above, Necessary certificate in this regard has to be uploaded in the GeM's portal along with the Bid Documents.

- 4.6 EARNEST MONEY DEPOSIT:** The tender must be accompanied by a sum of Rs. 2,51,254/- (Rupees Two lakh Fifty One thousand Two Hundred Fifty Four Rupees only), (Rupees Two Lakh Plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 Crore subject to a maximum of Rs. 1 Crore) as Earnest money deposit by offline mode through DD/Banker's Cheque/FDR drawn in favour of DFCCIL payable at Delhi from any Nationalized or Indian Scheduled Commercial Bank.

The preferential treatment and other benefits, such as waiver of EMD to MSE firms with respect to tendered item i.e. Hiring or Manpower Service Providing Agency for General cleaning of buildings will be given only to those MSE firms with are registered for the NIC Code – 8121 (Class – 8121 and Sub Class-81210) under Udyam Registration or valid UAM. No MSE preferential treatment or waiver of EMD shall be granted to the MSE bidder without submission of relevant MSE certificate as mentioned above.

EMD should be in the form of Demand Draft, Banker's Cheque, or FDR made in favour of Dedicated Freight Corridor Corporation of India Limited payable at Delhi from any Nationalized or Indian Scheduled Commercial Bank. The original EMD instrument should be deposited at DFCCIL, Corporate office on or before the bid end date and time. The bidder or his representative should drop the EMD instrument in a sealed envelope in the designated tender box kept at reception area, 5th Floor, DFCCIL, Supreme court Metro Station Building Complex, New Delhi, 110001. The cover of envelope containing original EMD instrument must indicate the bid number on it. No document other than EMD should be submitted by bidder in the envelope. If any document other than EMD instrument is found in the envelope, then the same shall be discarded at the risk of the bidder.

- a) No interest shall be allowed & paid on Earnest Money Deposit.
- b) 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.
  - iv. After award of contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Service Provider will be blacklisted.

Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower. (Ref: Taken from GeM's Service Level Agreement for Manpower Hiring Services).

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

c) RETURN OF EARNEST MONEY:-

- I. The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible.
- II. 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.

**4.7 DEADLINE FOR SUBMISSION OF TENDER:**

- a) 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.
- b) Bidder can anytime change the quoted rates before last date & time of submission of tender.

**4.8 Modification/Substitution/Withdrawal of Bids:**

- i) The Bidder may modify, substitute or withdraw its e-bid as GeM Format (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii) Any alteration/modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**4.9 OPENING OF THE TENDER**

- a) E-Tender shall be opened online as per the date and time through GeM's portal, (gem.gov.in)

**4.10 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.

#### **4.11 PRELIMINARY EXAMINATION OF BIDS**

- a) 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.
- b) 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.
- c) 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 the purposes of these 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 DFCCIL's 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.
- d) If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- e) 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.
- f) Bid without Tenders document cost and EMD shall be summarily rejected except the provisions of exemptions made in the tender document.

#### **4.12 EVALUATION AND COMPARISON OF TENDERS**

- a) 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 through GeM's portal, ([www.gem.gov.in](http://www.gem.gov.in)). 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.
- b) 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.

#### **4.13 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.

#### **4.14 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.

**4.15** 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.

**4.16 AWARD OF CONTRACT :**

- a) DFCCIL shall notify the successful tenderer in writing by issuing a Letter of Acceptance (LoA) sent through Registered Post /Speed Post/Courier or through bearer that his tender has been accepted. The LoA shall also be e-mailed at the e-mail address provided in the bid.
- b) Letter of Acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

**4.17 SECURITY DEPOSIT (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.

**4.18 HELP DESK FOR E-TENDERING:-**

- a) For any difficulty in downloading & submission of tender document at GeM's portal, ([www.gem.gov.in](http://www.gem.gov.in)). The bidders may visit & take the help of the website of GeM's portal, ([www.gem.gov.in](http://www.gem.gov.in)).

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT

#### **1.0 SECURITY DEPOSIT (Retention Money):**

The EMD of the Successful Tenderer shall be retained by DFCCIL as part of Security and adjusted against Retention Money for the faithful fulfilment of the contract by the contractor. In addition, a Retention amount equal to 10% of each bill shall be retained till the total security including EMD available is 5% of the contract value. The Retention Money, unless forfeited in whole or in part according to the terms and conditions mentioned in the Tender Document, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention Money.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

#### **2.0 PERFORMANCE SECURITY:**

Within **15 days** from the date of issue of the Letter of Acceptance (LOA), the Successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized Bank of India or Scheduled Bank of India for** an amount equal to 3% of the contract value as per the Performa given in Annexure- I on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

Failure of the Successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the EMD. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act. The Bank Guarantee shall be valid upto 60 days after completion of work. In case, contract period is extended, the contractor shall get the validity of Bank Guarantee extended to cover such extended period plus 60 days. Performance Security shall be released 21 days after issue of Performance Certificate.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

#### **3.0 DURATION:**

Three Years duration from the Date as Specified in the Letter of Acceptance.

#### **4.0 CONTRACT AGREEMENT and COMMENCEMENT OF WORK:**

Within 30 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per Annexure II of the Tender Document. However, Contract Agreement can only be signed after submitting the Performance Bank Guarantee and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

#### **5.0 STATUTORY COMPLIANCES:**

The Contractor shall;

- (a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws or other Statutory Compliances or due to any other reason. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose or arising in accordance with any labour laws or other Statutory Compliances or due to any other reason.
- (c) If as a result of any claim arising out of any reasons stated in 5 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- (d) The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.

#### **6.0 AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by the person duly authorized /empowered to do so. Original copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

#### **7.0 VALIDITY OF OFFER:**

The offer shall be kept open for acceptance for a period as specified in GeM from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

## **8.0 REJECTION OF TENDER AND OTHER CONDITIONS:**

- 8.1 The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.
- 8.2 Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 8.3 If the Tenderer deliberately gives wrong information in his tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ Performance Security/any other moneys due.
- 8.4 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
- 8.5 Should a Tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/ Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

## **9.0 VARIATION:**

Variation in each Item of Schedule of Rates and Quantities (both positive & negative) or as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. No variation will be permitted.

- 10.0** Estimated Cost of Work as indicated in the Section-1 and Section-3 is excluding GST. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure VII.
- 11.0** Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME is followed.
  - (a) Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:
    - i) District Industries Centers.
    - ii) Khadi and Village Industries Commission.
    - iii) Khadi and Village Industries Board.
    - iv) Coir Board.
    - v) National Small Industries Corporation.
    - vi) Directorate of Handicraft and Handloom.

vii) Any other body specified by Ministry of MSME.

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

Failing Clauses 11.0 (a) and 11.0 (b) above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME.

**12.0** In pursuance of the Public procurement policy on MSE:

- (i) Tender document will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 11.0 (a) above for the item tendered.
- (ii) MSEs registered with the agencies mentioned in Clause 11.0 (a) above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

**13.0 Payment Terms:**

- (i) Payment shall be made on a monthly basis for which contractor shall submit monthly bill/invoice before 15<sup>th</sup> of every month for the previous month.
- (ii) GST shall be paid as per applicability based on the documentary proof.
- (iii) Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
- (iv) Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
- (v) Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.
- (vi) No advance payment shall be made.
- (vii) The contractor shall provide all the necessary details as required by DFCCIL for passing of Bill/Invoice.

**14.0 INDEMNITY:**

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

**15.0** In performing the terms and conditions of the contract, the Sanitation Services Agency (Contractor) shall at all times act as an Independent Sanitation Services Agency (Contractor). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Sanitation Services Agency (Contractor). The Sanitation

Services Agency (Contractor) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Sanitation Services Agency (Contractor) and their hired personnel shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

#### **16.0 FORCE MAJEURE:**

16.1 For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

16.2 The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

#### **17.0 RESOLUTION OF DISPUTES AND ARBITRATION:**

17.1 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

17.2 Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

#### **18.0 TERMINATION OF CONTRACT:**

In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by DFCCIL by giving one-month notice. In case if corrective action is not taken by the Contractor, DFCCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if Contract is to be terminated on the grounds of serious misconduct or due to any act which requires immediate vacation of DFCCIL premises by the Contractor. In case of termination of contract, the Security Deposit shall be forfeited by the DFCCIL. Unsatisfactory Service in this case would be frequent absence or poor attendance of the Sanitation/Cleaning Services Staff, delay or inability to provide replacements, poor performance of Sanitation/Cleaning Staff, poor discipline, discourteous behavior of Sanitation/Cleaning Services Staff, indiscipline in the premises etc. (which

includes Usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.), Improper Sanitation/Cleaning Services, Poor Sanitation/Cleaning Standard, Non Disposal/Improper Disposal of Garbage, Non Availability of Sanitation/Cleaning Materials, Non/Inadequate Utilization of Sanitation/Cleaning Materials, Non Availability of Tools and Plants, Non-Availability of Machines and Plants, Non Functioning/Defective Tools and Plants, Non-Functioning/Defective Machines and Plants, Non Utilization of Machines and Plants, Non-Utilization of Tools and Plants, Sanitation/Cleaning Staff not in Uniform, Sanitation/Cleaning Staff not having Photo Identity Cards or any non-compliance of the Terms and Conditions of the contract. The contractor can also pre-close the contract by giving three month notice in advance but not before completion of one year of contract duration. The three month notice period for pre-closer of contract will commence after completion of first one year of contract.

**19.0 Jurisdiction of Courts:**

The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

**20.0 Rights of DFCCIL:**

DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically effecting the core of the contract.

**21.0 IMPLEMENTATION OF INTEGRITY PACT:**

- (a) To improve transparency and fairness in the tendering and contract management, DFCCIL has implemented the Integrity Pact.
- (b) Integrity Pact is to be signed by the successful bidder and the DFCCIL Officer Incharge in the format enclosed at the Annexure VIII.
- (c) The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.

**22.0** Financial Bid provisions will prevail over Special conditions and Special Conditions will prevail over General Conditions in case of any discrepancy.

**23.0** All necessary information/documents required to be submitted by bidder must be submitted along with original offer. No clarification/correspondence will be sought/entertained in this regard. In case no information or incomplete information is furnished by bidder their offer are liable to be rejected.

**24.0** The DFCCIL has appointed 2 (two) independent external monitors for the purpose of monitoring the Bidding Process and execution of the Contract Agreement for compliance

with the principles specified in the integrity pact enclosed at **Form no./Annexure No.- VIII**. The co-ordinates of the independent external monitors are as under:

1. Shri V Kannan,  
Ex- CMD, Vijaya Bank  
Address: TA-1, Krishna Regency, Third Floor, Tata Silk Farm, K R Road, Basavanagudi, Bangalore-4.  
Mobile No. [8105305555](tel:8105305555)  
Email: [Kannan.venkata@gmail.com](mailto:Kannan.venkata@gmail.com)

2. Ms. Rashmi Verma,  
IAS (Retd.)  
Address: D-87, Ground Floor, Panchsheel Enclave, New Delhi-110017  
Mobile No. [9810735544](tel:9810735544)  
Email : [verma.rashmi@rediffmail.com](mailto:verma.rashmi@rediffmail.com)



## SECTION 5

### SCOPE OF SANITATION AND CLEANING SERVICES

1.0 The Scope of Sanitation and Cleaning Services includes Sanitation/Cleaning of DFCCIL Corporate Office at Supreme Court Metro Station Building, New Delhi and Associated Premises spread over an area of about 107113 square feet. The Sanitation/Cleaning Agency (Contractor) shall be responsible for Sanitation/Cleaning of all the three floors of the Supreme Court Station Building (DFCCIL Corporate Office and All Other Associated Offices etc.), Circulating Area, Common Area of the Building including Parking Area, Lift Lobbies, Staircases, Entrances, Access Roads, Service Rooms, Terrace and Gardens. For providing Sanitation/Cleaning Services, the Sanitation/Cleaning Agency shall have Trained Manpower (Section 7-Financial Bid), Cleaning Materials (Annexure IX), Tools & Plant (Annexure X) and Machines & Plants (Annexure XI).

The following Sanitation/Cleaning Services will be provided daily from Monday to Friday and on Saturday/Holiday at regular intervals so that the areas covered under the contract remain spic and span all the time:

#### **2.0 Sanitation/Cleaning Schedule from Monday to Friday:**

- (i) Sanitation/Cleaning, Sweeping, Mopping and Wiping of Floors, Railings, Lift Lobbies, Staircases, Corridors, Interior Glass Arcades, Wash Rooms and Toilets, Conference Halls, Meeting Rooms, Chambers, Rooms, Workstations, Pantries, Canteen Area including Dining Hall, Reception Areas, Service Rooms etc. on a daily basis or as required by the Officer-in-charge. Cleaning activity shall start in the morning at 7:30 A.M. or earlier so as to complete before 9.00 A.M. The wet mopping of floors, corridors etc. should be carried out at least thrice a day or more with phenyl/disinfectant so as to keep premises clean all the time. The Premises shall be kept neat and clean throughout the day till 07.30 P.M daily or as required.
- (ii) Spraying of Room Freshener in the Board Room, Meeting Rooms, Conference Halls, Reception Areas, Chambers of MD, Directors, CVO, GGM/GMs and other Senior Officers before Office Timings and during the day as required. Face Tissue will be provided in the Chambers of MD, Directors, CVO, GGM/GMs and other Senior Officers and will replenish the same as per the requirement.
- (iii) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include Liquid Hand Soap, Toilet Rolls, Air Fresheners, Sanitary Cubes, Naphthalene Balls, Sanitary Paper Rolls, Paper Dispenser Rolls, Face Tissue etc. after daily check-ups in the Morning, Afternoon and on call basis during day time or as per the requirement. Soap Containers, Mugs, Bucket, Sanitary Fittings, Mirror, Hand Dryer, Shoe Polishing Machine and all other items available in the Toilets/Wash Rooms should be kept absolutely clean throughout the day. Toilets & Wash Room areas are to be cleaned on a half hourly basis and as and when required to keep them neat and clean all the time.
- (iv) Removal of dust, cobwebs, droppings, waste/scrap from all dustbins, cleaning of ashtrays, spittoons etc. and disposal of the same in designated spots provided by Municipal Authorities.

- (v) All Dustbins are to be provided with Polythene/Disposable Covers on a daily basis and as and when required. All Dustbins will have to be cleaned and washed regularly so as to give neat, clean and hygienic appearance.
- (vi) Disposal of accumulated garbage/waste at least twice in a day and/or at any time when garbage/waste is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The garbage should never be kept overnight in the premises of DFCCIL office. The garbage shall be disposed in a sealed manner by carrying them in Disposable Garbage Bags. The garbage shall be disposed in designated spots provided by Municipal Authorities.
- (vii) Sanitation/Cleaning Agency shall make its own arrangement for carriage of materials like garbage, malba, minor building rubbish, earth, etc. and to dispose them beyond the premises to the nearest municipal garbage bin.

### **3.0 Sanitation/Cleaning Schedule on Saturday/Holiday:**

In addition to all the Sanitation and Cleaning activities mentioned under Clause 2.0 (Sanitation/Cleaning Schedule from Monday to Friday) which are to be carried out on Saturday/Holiday, the Detailed Sanitation and Cleaning of entire DFCCIL premises on Saturday/Holiday shall be carried out on Saturday/Holiday which shall include the following:

- (i) Cleaning of Sanitary Ware and Sanitary Fittings without damaging their shine, Scrubbing and Cleaning of Floors and Walls in Toilets/Wash Rooms and Corridors with Soap, Detergents, or any other chemical using Automatic Mopping Machine/Scrubbing Machine.
- (ii) Washing & Scrubbing of Staircases, Circulating Area, Balconies etc. & Cleaning and Mopping of Lift Lobbies. **Scrubbing Machine shall be used at least once in a week and as required and clear record shall be maintained regarding the utilization of Scrubbing Machine.**
- (iii) Dusting and Cleaning of False Ceiling etc. with Soft Broom/Brush and Cloth.
- (iv) Cleaning of Sofa Sets and Carpets with Vacuum Cleaner. Cleaning shall be carried out in such a manner that Carpets and Sofa Sets provided in MD, Directors, CVO, Director General (Railway Board), Executive Directors (Railway Board) and Executive Directors DFCCIL) Chambers and Board Room, MD Meeting Room, Conference Halls, other Meeting Room and Reception Areas shall be cleaned by using Vacuum Cleaner at least once in a week or as required. The Carpets and Sofa Sets provided in all GGMs/GMs' Chambers will be cleaned once in a Fortnight or as required. The Carpets and Sofa Sets provided in other Officers' Chambers and Workstation Areas shall be cleaned once in a Month. **Vacuum Cleaners shall be used at least once in a week and as required and clear record shall be maintained regarding utilization of Vacuum Cleaners.**
- (v) Cleaning of Brass Letter Name Plates by Brasso (Polish) & other Name Plates by suitable means.
- (vi) Curtains/Blinds Cleaning with Vacuum Cleaner, Brush and Soft Cloth.
- (vii) Cleaning of Floor and Wall Tiles with Tiles Cleaning Chemical/Reagent/Thinner.
- (viii) Cleaning of Terrace, Parking Area, Gardens, Balconies, Lifts, Air Conditioners (Indoor and Outdoor Units), Electrical Switch Rooms, DG Set Room, Lift Machine Rooms and all Service Rooms. Removal of Cobwebs. Cleaning of Electrical Equipment, Air-Conditioning Equipment, Server Rooms, Electrical Switch Rooms, DG Set Room, Lift Machine Rooms etc. shall be carried out in the presence of Electrician/AC-Mechanic/DFCCIL's Authorized Person only.

- (ix) Shifting of Furniture, Cabinet etc. from one Floor to another as per the requirement of Officer in Charge.
- (x) Cleaning and Dusting of Electrical Switchboards, Light Fixtures, Fans, Air Conditioner Grills, Overhead Light Fixtures, Projectors, Fire-Fighting Equipment, Nameplates, Plant Boxes, Doormats, Speakers, Smoke/Fire Detectors, Fire Detection Equipment, Bio-Metric Attendance System Equipment, CCTV System Equipment, PA System Equipment etc.
- (xi) Cleaning of Doors, Windows, Glass Panels, Mirrors, by using Glass Cleaner and other suitable Chemicals. Cleaning and Washing of Tiled Walls and Floors. Cleaning of Door and Window Fixtures.
- (xii) All Machines and Plants and Tools and Plants shall be maintained by the Contractor and shall be always kept in the working condition. They shall be used as per the schedule as mentioned above.

#### **4.0 General:**

- (i) The Sanitation/Cleaning Services Supervisor shall ensure that the Sanitation/Cleaning activities are carried out as per schedule given above, maintain attendance of the Sanitary Workers, allocate duties and supervise their work. He would be responsible for maintaining stock of consumable items provided by Sanitation/Cleaning Agency to be used in DFCCIL Premises and submit a list of these items every month or as required to the Officer in Charge/DFCCIL for inspection. He will maintain Stock Register and update it on a daily basis. All the Machines/Equipment/Tools and Plants should be checked by him and he should ensure that they remain in good working condition. He shall also check and inspect all the wash rooms/toilets for any blockage/water leakage/non-functional sanitary fittings/missing taps of wash basin and toilets /washrooms and mugs/buckets etc., and check whether the cisterns are in working order and the sheets of western style WCs are not broken/cracked and shall submit a report to the officer in charge. Any Tap/Sanitary Fitting/Urinal Sensor/WC etc. which require repair or is non-functional shall immediately be reported by him to the Officer In Charge/DFCCIL.
- (ii) The above List of Activities in the Sanitation/Cleaning Schedule is only indicative. Any other work related to Sanitation/ Cleaning Services may have to be carried out to keep the DFCCIL premises neat and clean all the time.
- (iii) Sanitation/Cleaning Services Supervisor shall ensure that all Sanitation/Cleaning Staff including himself wear Uniform and Photo Identity Cards all the time they are available in DFCCIL Premises.
- (iv) Sanitation/Cleaning Services Agency (Contractor) shall use Environment Friendly Materials. Wherever available, the Contractor shall submit Material Safety Data Sheet (MSDS) for the Materials. Materials shall be used as per recommendations of the Manufactures/Material Safety Data Sheets (MSDSs) and adequate safety precautions shall be taken while using them.

- (v) Sanitation/Cleaning Services Supervisor shall ensure that Manual Scavenging is not used and Mechanized means are adopted for such activities. Further, he shall ensure that all Safety Personal Protective Equipment including Rubber Hand Gloves etc. are used while carrying out Toilets/Washrooms cleaning and washing.
- (vi) All Safety Precautions are to be taken and Statutory Norms are to be followed.
- (vii) Sanitation/Cleaning Agency shall use Air-Freshener and Sanitizer in Washrooms/Toilets so as to maintain proper Hygiene and to remove Foul Smell.
- (viii) Sanitation/Cleaning Agency shall deploy Sanitation/Cleaning Supervisor who is at least Graduate with Minimum 3 Years of Experience in Sanitation/Cleaning Services as a Supervisor. Similarly, Sanitary Worker shall have Minimum Experience of One Year in Sanitation/Cleaning Services.

## SECTION-6

### SPECIAL CONDITIONS OF CONTRACT

#### **1.0 OBLIGATION OF SANITATION/CLEANING AGENCY (CONTRACTOR)**

- 1.1** The Sanitation/Cleaning Agency shall submit a Complete List of Sanitation/Cleaning Materials as per Annexure IX, Tools and Plants as per Annexure X and Machines and Plants as per Annexure XI for which will be used for Sanitation/Cleaning Services and shall be responsible for Supply/Installation/Refilling/Maintenance of all such Items/Equipment used in DFCCIL premises in accordance with the Scope of Sanitation and Cleaning Services as given in Section-5 of the Bid document.
  
- 1.2** All Sanitation/Cleaning Materials, Tools and Plants and Machines and Plants required for sanitation/cleaning to be provided by Sanitation/Cleaning Agency shall be approved by DFCCIL (Details in Annexure-IX, X & XI). The Sanitation/Cleaning Agency at his own expense and without delay, shall forthwith arrange to submit the fresh samples along with Material Safety Data Sheet (MSDS) wherever available complying with the specifications laid down in the Bid Document to the Officer In-Charge/DFCCIL for approval within 7 days from the date of issue of Letter of Acceptance. The Officer In-Charge shall intimate to Sanitation/Cleaning Agency whether samples are approved, within 7 days of submission of samples. The Officer -In-Charge shall have full powers to reject any of the Materials brought to site by Sanitation/Cleaning Agency which are not in accordance with the Contract provision or do not conform in character or quality to samples approved by Officer In-Charge. The Contractor shall submit Lists of Machines and Plants and Tools and Plants along with Brand, Model No., Rating, Specification etc. as per Annexure XI and X of Bid Document respectively within 7 days of Issue of Letter of Acceptance for the Approval of Officer In-Charge of DFCCIL. The Officer In-Charge shall intimate to the Sanitation/Cleaning Agency whether Lists of Machines and Plants and Tools and Plants are approved within 7 days of submission of Lists. The Officer -In-Charge shall have full powers to reject any of the Machines and Plants and Tools and Plants brought to site by Sanitation/Cleaning Agency which are not in accordance with the Contract provision or not as per the approved Lists.
  
- 1.3** It shall be the responsibility of the Sanitation/Cleaning Agency to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification. The Sanitation/Cleaning Agency shall submit CV of Sanitation Supervisor for the approval of DFCCIL within 7 days from the date of issue of Letter of Acceptance. The Sanitation/Cleaning Agency shall provide Sanitation/Cleaning Supervisor and Sanitary Workers as per provision in the contract.
  
- 1.4** It shall be the responsibility of the Sanitation/Cleaning Services Agency (Contractor) to verify the skills/experience of the outsourced manpower. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Sanitation/Cleaning Services Agency (Contractor) will have to terminate the service of such staff immediately and shall provide suitable replacement within 03 days.

- 1.5** If the performance of any outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 07 days to the Sanitation/Cleaning Services Agency (Contractor) to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 07 days of such communication, the Sanitation/Cleaning Services Agency (Contractor) shall provide a suitable replacement acceptable to DFCCIL within 03 days.
- 1.6** Sanitation/Cleaning Agency shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under Labour Laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. The Sanitation/Cleaning Agency would undertake to indemnify DFCCIL on any cost or liability that may incur on account of such non-compliance.
- 1.7** Wages to the outsourced personnel shall be provided as per Minimum Wages Act, 1948 and latest notification issued in this regard. In case of any statutory increases in the wages of Labour in accordance with the Minimum Wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of wages to the personnel deployed should be revised accordingly by the Sanitation/Cleaning Services Agency (Contractor) and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of NCT, Delhi and Ministry of Labour and Employment, Govt. of India for minimum wages (for various categories of workers) is effective from 1 April 2022 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.
- 1.8** The Sanitation/Cleaning Agency would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Sanitation/Cleaning Agency shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended from time to time 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.
- 1.9** The Sanitation/Cleaning Agency shall decide the modus operandi for engagement of workers and continuously monitor them for rendering proper and efficient services that conform to the prescribed standards set by DFCCIL. The Sanitation/Cleaning Agency shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/functions.
- 1.10** The Sanitation/Cleaning Agency shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Sanitation/Cleaning Agency, such action should be taken only with approval of DFCCIL.
- 1.11** No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Sanitation/Cleaning Agency. The Sanitation/Cleaning

Agency shall ensure that all persons employed by them are efficient, honest and conversant with the nature of work as required.

- 1.12** The Sanitation/Cleaning Agency alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstance be deemed or treated as the employer in respect of any person(s) engaged/employed by the Sanitation/Cleaning Agency for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Sanitation/Cleaning Agency and Sanitation/Cleaning Agency shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 1.13** The Sanitation/Cleaning Agency shall maintain all registers and records as required under various Acts/Statutory provisions and also for execution of contract, which may be inspected by the DFCCIL as well as by the appropriate authorities at any time.
- 1.14** The Attendance Rolls for the personnel deployed by the Sanitation/Cleaning Agency at the premises of DFCCIL shall be provided by the Sanitation/Cleaning Agency and it shall be monitored by the Sanitation/Cleaning Agency. These attendance rolls shall be signed by the Authorized representative of Sanitation/Cleaning Agency who shall get it verified by the Designated Officer of DFCCIL. In addition to this, all outsourced personnel will have to follow Bio-Metric Attendance cum Access Control System/Manual Register available in the DFCCIL Corporate Office.
- 1.15** Notwithstanding anything herein contained, the Sanitation/Cleaning Agency will be liable to adequately compensate DFCCIL for any loss or damage caused by any act, omission or lapse on the part of the Sanitation/Cleaning Agency or of any persons deployed by it pursuant to the Contract.
- 1.16** The engagement of outsourced persons shall be purely on a temporary contract basis. The Sanitation/Cleaning Agency shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Sanitation/Cleaning Agency and the staff in the circumstances provided herein above. The Sanitation/Cleaning Agency will have to provide suitable replacement acceptable to DFCCIL within 03 days.
- 1.17** 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.
- 1.18** The Sanitation/Cleaning Agency shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations (criminal as well as civil) that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Sanitation/Cleaning Agency to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.

- 1.19** The outsourced personnel shall be in proper uniform with name badges. The Sanitation/Cleaning Agency will provide two sets of uniform per year to each staff which shall be reimbursed by DFCCIL as per rates specified.
- 1.20** In case the outsourced person deployed by the Sanitation/Cleaning Agency is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 1.21** Sanitation/Cleaning Agency shall provide Colour Photo Identity Cards to all the outsourced personnel deployed in DFCCIL at its own cost. All outsourced personnel shall display Photo Identity Cards while available in the DFCCIL premises.
- 1.22** The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCCIL or compensatory rest will be given.
- 1.23** The Sanitation/Cleaning Agency shall make actual disbursement of wages/salary to the workers and supervisor through their Bank accounts. Sanitation/Cleaning Agency shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Sanitation/Cleaning Agency and the workers engaged by him. In no circumstances, the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
- 1.24 Indian Railways' Shramikkalyan Portal:**
- 1.24.1** Contractor is to abide by the provisions of Payment of Wages Act and Minimum Wages Act. In order to ensure the same, Indian Railways has developed an application and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his Company/Firm/Agency and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/Updation of Portal shall be done as under:
- a) Contractor shall apply for one time registration of his Company/Firm/Agency in the Shramikkalyan Portal with requisite details subsequent to issue of Letter of Acceptance (LOA). Officer Incharge shall approve the Contractor's Registration on the Portal within 7 days of receipt of such request.
  - b) Contractor once approved by Officers Incharge, can create password with Login ID for subsequent use of Portal for all LOAs issued in his favour.
  - c) Contractor once registered on the Portal, shall provide the details of his Letter of Acceptance (LOA) on Shramikkalyan Portal within 15 days of Issue of LOA for approval of DFCCIL Officer Incharge. Officer Incharge shall update (if required) and approve the details of LOA filled by the Contractor within 7 days of receipt of such request.



- d) After approval of LOA by Officer Incharge, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan Portal on Monthly Basis.
- e) It shall be mandatory upon the Contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payment made thereof after each wage period.

1.24.2 While processing payment of any “On Account Bill/Running Bill” or “Final Bill” or released of “Performance Guarantee/Security Deposit”, Contractor shall submit a certificate to the DFCCIL Officer Incharge that “I have uploaded the correct details of Contract Labours engaged in connection with this contract and payment made to them during the wage period in Shramikkalyan Portal at [www.shramikkalyanportal.indianrailways.gov.in](http://www.shramikkalyanportal.indianrailways.gov.in) till \_\_\_ Month \_\_\_\_\_ Year.

## **2.0 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 Sanitation/Cleaning Agency and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the Sanitation/Cleaning Agency that Cost to the Company does not increase.

The DFCCIL shall provide:- (a) Storage Space to Sanitation/Cleaning Agency for Storing Sanitation/Cleaning Materials and Equipment and (b) Water Supply and Electricity for carrying out the Sanitation/Cleaning Work.

## **3.0 PENALTY:**

**3.1** Penalty of Rs. 500/- per occasion per day subject to a maximum of Rs. 1500/- per day can be imposed for any non-compliance of terms and conditions mentioned in the Tender Document/Contract Agreement including the following breaches:

- (i) Improper Sanitation/Cleaning Services.
- (ii) Poor Performance of Sanitation/Cleaning Staff.
- (iii) Poor Sanitation/Cleaning Standard.
- (iv) Non-Disposal/Improper Disposal of Garbage.
- (v) Non-Availability/Inadequate Availability of Sanitation/Cleaning Materials.
- (vi) Non/Inadequate Utilization of Sanitation/Cleaning Materials.
- (vii) Non-Availability/Inadequate Availability of Tools and Plants.
- (viii) Non-Availability/Inadequate Availability of Machines and Plants.
- (ix) Non-Functioning/Defective Tools and Plants.
- (x) Non-Functioning/Defective Machines and Plants.
- (xi) Non-Utilization of Tools and Plants.
- (xii) Non-Utilization of Machines and Plants.
- (xiii) Sanitation/Cleaning Staff not in Uniform.
- (xiv) Sanitation/Cleaning Staff not having Colour Photo Identity Cards.
- (xv) Discourteous behaviour of Sanitation/Cleaning Staff.

- (xvi) Undisciplined behaviour (which includes usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) of Sanitation/Cleaning Staff.
- (xvii) Poor performance of Sanitation/Cleaning Staff.
- (xviii) Unsatisfactory service provided by Sanitation/Cleaning Staff.
- (xix) Not wearing proper uniform.
- (xx) Not displaying Photo Identity Cards.
- (xxi) Late arrival/early departure of Sanitation/Cleaning Staff.
- (xxii) Damaging or Stealing of any asset or property of DFCCIL or Officers and Staff of DFCCIL or of other Stakeholders available in the DFCCIL Corporate Office.

**3.2** For each default in respect of shortage (due to frequent absence/ poor attendance of Sanitation/Cleaning Staff or Delay/Inability of the contractor to provide replacements, etc.) of Sanitation/Cleaning Staff, a penalty of Rs. 500/- per day per staff shall be imposed.

The decision regarding penalty and imposition of penalty shall be solely under the discretion of the Officer In-Charge of the DFCCIL. The above penalty is in addition to the pro-rata deduction of wages on hourly basis for late arrival/early departure/absence of Sanitation/Cleaning Staff.

**4.0** Notwithstanding anything mentioned, anywhere in this Tender Document, to the contrary or at divergence with the following stipulations, these [the following stipulations] shall form mandatory / Binding provisions from which Parties shall not be able to derogate from.

- (i) As per the extant guidelines of the Govt. (Ref. M/O Finance/Dept. of Expenditures OM No. 29(1)/2014-PPD Dated 28.01.2014), the Contractor/Service Provider's Admin./Service Charges cannot be 'NIL' or 'Zero' or unrealistic. The tendency of such Contractor/Service Provider, who keeps Administrative/Service Charge barest minimum to get tender in their favour and after award of contract, charge hefty amount from employee in the form of Registration Fee/charges etc. to maintain their profit, shall be severely discouraged. If Contractor/Service Provider Admin./Service charge appears to be unrealistic such tender shall be rejected summarily.
- (ii) Quoting unduly lower rate of service Charge: The bidder has to quote service charge/margin which should also take care of bidders expenditure towards administrative charges like IDENTITY CARD etc, bidders tax liability on his service charge/margin etc. The DFCCIL has responsibilities as Principal Employer and would like to ensure that no complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers etc. arise.
- (iii) Further to above, if any Prospective Service provider Firm/Entity, bidding for the tender, quotes less than 3.5% Service charges (including GeM charges @ 0.85%) their Offer /Bid shall be treated as unresponsive and will not be considered.

- (iv) After having carefully & thoroughly, perused the complete Tender Document, our Firm (mention the name of the firm of the Bidding entity), in full cognizance and in complete agreement with the provisions contained in the Tender Document No- HQ/Admin./Tender/ Sanitation/Cleaning Services/22, solemnly, aver as under;
- a) In case, the Work under above cited Tender Document is awarded to our above-mentioned Firm,
- i. The Firm or any of its Representative or agent shall, never, at any time & in any manner, seek or attempt to seek any 'Financial benefit' or 'benefit of any other type' from any of the Man power/staff, engaged for providing Services to DFCCIL;
- ii. The Firm is aware that if, any instance of Firm, ever seeking any 'Financial benefit' or 'benefit of any other type' from any of the Man power/staff [engaged for providing Services to DFCCIL] comes to the DFCCIL's notice, DFCCIL, treating the aforesaid instance as fraudulent & corrupt practice, shall, without any prejudice to its rights (to take further action) available under the applicable Indian Law, take suitable action against the Firm, as it deems fit, by serving a suitably worded Notice on the Firm. Suitable action taken by DFCCIL, in this regard, shall be final and binding on our Firm.

**5.0 Provisions for entitlement of leaves and overtime/Night Duty allowance are described as under:**

5.1 Outsourced employees both Unskilled and skilled category are engaged to work with DFCCIL through an agency fixed by it from time to time.

5.2 Uniform: The Sanitation Services Agency (Contractor) will provide two sets of uniform as specified by DFCCIL every year with Name Badges to each staff which shall be reimbursed by DFCCIL as per rates specified.

- (i) Uniform to be supplied to the Sanitation staffs:
- a) For Un - Skilled
- i) 02 sets of shirts and Trousers for summer
- ii) 02 full sleeves shirts for winter
- iii) 02 pairs of shoes and
- iv) 02 woollen sweaters
- b) For Skilled
- i) 02 sets of shirts and Trousers for summer
- ii) 02 full sleeves shirts for winter
- iii) 02 pairs of shoes and
- iv) 02 woollen sweaters
- v) 01 woollen coat

The uniform articles may be got approved by the DFCCIL shall be provided by Sanitation Services Agency (Contractor) and following reimbursement on monthly basis shall be done to the Sanitation Services Agency (Contractor) by DFCCIL:-

For Un-Skilled Staff, Rs.3200/- per worker per year;

For Skilled Staff, Rs. 3800/- per worker per year.

**6.0 Leave :**

- a) Each employee to be given one full pay leave per month which will be carry forward in calendar year subject to maximum 12 in a calendar year (The sanctioning of the leave will be decided by DFCCIL Reporting Officer. In case prior approval is not taken for leave, it will be considered as unauthorized absence and penalty will imposed as per penalty clause.
- b) If an outsourced Manpower deployed is absent on a particular day or comes late/leaves early the extant instructions prevailing in the Contract 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.
- c) If a worker proceeds on long 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 a period of 05 days, deduction @ double the charges per worker will be made.

7.0 In DFCCIL Corporate Office, deployed personnel shall work for eight and a half hours a day for 06 days in a week and hours a day from 9:00 am to 5:30 PM for 6 days. However, the above timings may be changed as per requirement the deployed personnel would get one day weekly off along with national holidays.

8.0 **Night Duty** : Night Duty Allowance to be paid for duty performed between 10:00 PM to 06:30 AM at the given rates as :

Per Hour : Rs. 37.5/- subject to maximum Rs. 300/- for 8.30 hours between 10:00PM to 06:30 AM.

9.0 In the likely event of shifting of DFCCIL Corporate office to Noida in U.P during the course of contract, the value of contract including wages of outsource employee, cost of materials will be admissible on pro-rata basis.

**ANNEXURE-I**

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated:

To,

Dedicated Freight Corridor Corporation of India Limited  
Metro Station Building Complex, 5<sup>th</sup> Floor,  
Supreme Court, New Delhi.

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

This deed of Guaranty made this day of \_\_\_\_\_ between \_\_\_\_\_ (name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as "Bank") of the one part and

Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called "the contract") to M/s \_\_\_\_\_ its registered office at \_\_\_\_\_ (hereinafter called "the Contractor").

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

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

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

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

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

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

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

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

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

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

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

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

**Notwithstanding anything to the contrary contained hereinbefore:**

- i) Amount under this Bank Guarantee shall not exceed and restricted to Rs. \_\_\_\_\_ (in words).
- ii) This Bank Guarantee shall be valid from 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

## ANNEXURE-II

### **FORM OF AGREEMENT**

*(TO BE EXECUTED ON A RS.100/-NON JUDICIAL STAMP PAPER)*

Name of the work: .....

This agreement is made on the ---day of ----- between DFCCIL herein after called “the Employer” of the one part and M/s-----herein after called “the contractor” of the other part.

Whereas the Employer is desirous that the work of ..... “Herein after called the “works” and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - a) Letter of Acceptance (LOA).
  - b) Notice Inviting Tender.
  - c) Check List for Documents to be submitted.
  - d) Instructions to Bidders.
  - e) General Conditions of Contract.
  - f) Scope of Sanitation Services.
  - g) Special Conditions of Contract.
  - h) Financial Bid.
  - i) Corrigendum/Addendums if any.
  - j) Successful Tenderer’s Submittal.
  - k) All Tender Forms & Annexure.
  - l) The Bidder’s undertaking.
  - m) Documents to be submitted as per Check Sheet not covered in Successful Tenderer’s Submittal/Any Other Relevant Document.
3. In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.--- -----being the sum stated in the Letter of Acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.



**5. OBLIGATION OF THE CONTRACTOR:**

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. Of the contractor in respect thereof, which may arise.

**6. JURISDICTION OF COURT:**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and On Behalf of the Contractor

For and On Behalf of the Employer

Signature of the Authorized Official

Signature of the Authorized Official

Name of the Official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the Said

By the Said

.....Name

.....Name

.....

.....

On Behalf of the Contractor in the

On Behalf of the Contractor in the

Presence of

Presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

**Note:**

\*to be made out by the Employer at the time of finalization of the Form of Agreement\*\*blanks to be filled by the Employer at the time of finalization of the Form of Agreement

\*\*\*TO BE DELETED IF NOT APPLICABLE

**CONSTITUTION OF THE COMPANY/FIRM/AGENCY**

1. Full name of Contractor's Company/Firm/Agency and Year of Establishment.

---

2. Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any.

---

- 3 Registered/Branch Office in India. \_\_\_\_\_

Address on which correspondence regarding this tender should be done.

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4. Constitution of Firm/Company (Give full details including Name of Partners/Executives/Power of Attorney Holders etc.) Documentary Evidence to be attached.

---

4. Particulars of Registration with Government.

---

**Performa for Experience Certificate. {on the Letter Head of the Issuing Department}**

M/s..... has provided Sanitation/Cleaning Services to this Department/Organization.

The details are as under: -

1. Name of Work/Service :
2. Agreement/Contract Number :
3. Nature of Service Provided :
4. Date of Start of Service/Work :
5. Date of Completion of Service/  
Work as per Contract :
6. Actual Date of Completion of Work :  
/Service :
7. Total Value of Work/Service during the Contract Period (If Completed):
8. In case of Ongoing Work/Service, please indicate the Payment made to the Contractor for F.Y. 2019-20, 2020-21, 2021-22 and from April 2022 Till Date.
9. Performance of the Contractor \_\_\_\_\_.

**DETAIL OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR**

<b>S. No.</b>	<b>FINANCIAL YEAR</b>	<b>TOTAL TURNOVER in Rs.</b>
1	2019-20	
2	2020-21	
3	2021-22	
4	2022-23 (April 2022 –Till Date)	
	TOTAL	

- For Financial Years 2019-20, 2020-21 and 2021-22, Copies of the Audited Balance Sheet may be attached.
- For Current Financial Year 2022-23 (April 2022-Till Date), Un-Audited Results of Turnover of the Company/Firm/Agency till date may be submitted Certified by the Chartered Accountant.

**Performa for Affidavit. {on the Letterhead of the Bidder}**

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

Signature of Proprietor/Director/Partner

With official stamp.

**Declaration for DFCCIL**

This is to confirm that I, \_\_\_\_\_ (Name of Authorized Person of Company/Firm/Agency), \_\_\_\_\_ (Designation of this Person) at \_\_\_\_\_ (Name of the Company/Firm/Agency), have passed the benefit of Input Tax Credit available on the \_\_\_\_\_ (goods/services) having HSN \_\_\_\_\_ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Services Tax w.e.f. 1<sup>st</sup> July, 2017.

Further, it is to confirm also that in case \_\_\_\_\_ (Name of the Company/Firm/Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the \_\_\_\_\_ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, then we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Authorized Person \_\_\_\_\_

Name of the Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Company/Firm/Agency \_\_\_\_\_

## Annexure VIII

### PRE CONTRACT INTEGRITY PACT

#### General

This Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of March 2022, between, on the 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 \_\_\_\_\_, (Designation/Chief Executive Officer) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure Sanitation Services Contract and the Sanitation Services Agency (Contractor) is willing to offer/has offered for stores or works.

WHEREAS the Sanitation Services Agency (Contractor) 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 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 Sanitation Services Contract 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 Sanitation Services Contract 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:

## **1 Commitments of the CLIENT**

- 1.1 CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with Sanitation Services Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Sanitation Services Agency (Contractor) either for themselves or any person, organization or third party related to the Sanitation Services Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Sanitation Services Contract.
  - 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 BIDDERS which could afford an advantage to that particular Sanitation Services Agency (Contractor) in comparison to other BIDDERS.
  - 1.3 All the officials of the CLIENT will report to the appropriate Government/PSU office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) reported by the Sanitation Services Agency (Contractor) to the CLIENT with full and verifiable facts and the same is prime 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 Sanitation Services Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Sanitation Services Contract would not be stalled.

## **3 Commitments of Bidders**

The Sanitation Services Agency 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 Sanitation Services Contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Sanitation Services Agency 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 Sanitation Services Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Sanitation Services Contract.
- 3.2 The Sanitation Services Agency (Contractor) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward,



favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Sanitation Services Contract or any other Sanitation Services Contract with the Government/PSU for showing or forbearing to show favour or fervor to any person in relation to the Sanitation Services Contract or any other Sanitation Services Contract with the Government/PSU.

- 3.3\* Sanitation Services Agency (Contractor) shall disclose the name and address of agents and representatives and Indian Sanitation Services Agency (Contractor) shall disclose their foreign principals or associates.
- 3.4\* Sanitation Services Agency (Contractor) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 Sanitation Services Agency (Contractor) further confirms and declares to the CLIENT that the Sanitation Services Agency (Contractor) is the authorized Government/PSU sponsored agency 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 nay of its functionaries, whether officially or unofficially to the award of the Sanitation Services Contract to the Sanitation Services Agency (Contractor) 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 Sanitation Services Agency (Contractor) either while presenting the bid or during pre-contract negotiations or before signing the Sanitation Services Contract 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 Sanitation Services Contract and the details of services agreed upon for such payments.
- 3.7 The Sanitation Services Agency (Contractor) will not collude with other parties interested in the Sanitation Services Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Sanitation Services Contract.
- 3.8 The Sanitation Services Agency (Contractor) will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Sanitation Services Agency (Contractor) shall not use improperly, for purpose 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 Sanitation Services Agency (Contractor) also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Sanitation Services Agency (Contractor) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Sanitation Services Agency (Contractor) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Sanitation Services Agency (Contractor) or any employee of the Sanitation Services Agency (Contractor) or any person acting on behalf of the Sanitation Services Agency (Contractor), either or indirectly, is a relative of any of the officials 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 Sanitation Services Agency (Contractor) 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 Sanitation Services Agency (Contractor) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

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

4.1 The Sanitation Services Agency (Contractor) 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 Sanitation Services Agency (Contractor) agrees that if it makes incorrect statement on this subject, Sanitation Services Agency (Contractor) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Security Deposit**

5.1 Validity of Security Deposit shall be as per terms and conditions of the contract.

5.2 In case of the successful Sanitation Services Agency (Contractor) a clause would also be incorporated in the Article pertaining to Security Deposit in the Canteen Services Service Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Security Deposit in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.3 No interest shall be payable by the CLIENT to the Sanitation Services Agency (Contractor) on Security Deposit for the period of its currency.

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

6.1 Any breach of the aforesaid provisions by the Sanitation Services Agency (Contractor) or any one employed by it or acting on its behalf (with or without the knowledge of the Canteen Services Agency) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- i. The Security Deposit (after the Sanitation Services Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- ii. To immediately cancel the Sanitation Services Contract, if already signed, without giving any compensation to the Sanitation Services Agency (Contractor).
- iii. To recover all sums already paid by the CLIENT, and in cases of an Indian Sanitation Services Agency (Contractor) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Sanitation Services Agency (Contractor) from the country other than India To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Sanitation Services Agency (Contractor). However, the proceedings with the other BIDDER(s) would continue.
- iv. With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Sanitation Services Agency (Contractor) from the CLIENT in connection with any other Sanitation Services Contract, 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 Sanitation Services Agency (Contractor), in order to recover the payments, already made by the CLIENT, along with interest.
- vi. To cancel all or any other Contracts with the Sanitation Services Agency (Contractor). The Sanitation Services Agency (Contractor) shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the Sanitation Services Agency (Contractor).
- vii. To debar the Sanitation Services Agency (Contractor) 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 Sanitation Services Agency (Contractor) to any middleman or agent or broker with a view to securing Sanitation Services Contract the contract.
- ix. In case where irrevocable Letters of Credit have been received in respect of any Sanitation Services Contract signed by the CLIENT with the Sanitation Services Agency (Contractor), the same shall not be opened.
- x. Deleted

6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the Sanitation Services Agency (Contractor) or any one employed by it or acting on its behalf (whether with or without the knowledge

of the Sanitation Services Agency (Contractor), if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the Sanitation Services Agency (Contractor) shall be final and conclusive on this Sanitation Services Contract. However, the Sanitation Services Agency (Contractor) can approach the Independent Monitors(s) appointed for the purpose of this Pact.

## 7. **Independent Monitors**

7.1 The CLIENT may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 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.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

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

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

7.6 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 Sanitation Services Agency (Contractor) 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 document of the Sanitation Services Agency (Contractor) with confidentiality.

7.7 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.

7.8 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.

## 8. **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 Sanitation Services Agency (Contractor) and the

Sanitation Services Agency (Contractor) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**09. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

**10. 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.

**11. Validity**

11.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the Sanitation Services Contract to the satisfaction of both the CLIENT and the Sanitation Services Agency (Contractor), including warranty period, whichever is later. In case Sanitation Services Agency (Contractor) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Sanitation Services Contract.

11.2 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.

12. The parties hereby sign this Integrity Pact at \_\_\_ New Delhi \_on\_\_\_\_\_

**CLIENT**

**BIDDER**

**Name of the Officer**

**(Service Provider)**

**Designation**

**Dept./Ministry/PSU**

**Witness**

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

<b>S. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Brand or Equivalent</b>
1	Naphthalene Balls	1 Kg.	Bengal Tiger/Trishul/Equivalent
2	Disinfectant Liquid (Phenyl/Lizol or Equivalent)	100 L	Reputed Brand
3	Liquid Soap	50 L	Fem/Dettol/Lifebuoy/Equivalent
4	W.C. Cleaner	15 L	Harpic/Sanifresh/Equivalent
5	Room Fresheners	50 No.	Odonil/Equivalent
6	Air Fresheners	100 No.	Odonil/Equivalent
7	Toilet Paper Rolls	200 Rolls	Wintex /Equivalent
8	Urinal Cubes	03 Kg.	Homocol/Equivalent
9	Detergent Powder	10 Kg.	Vim/Nirma/Surf/Ariel/Henco/ Tide/ Equivalent
10	Glass Cleaner	20 L	Colin/Windex/Equivalent
11	Brooms (Hard)	30 No.	Reputed Brand
12	Brooms (Soft)	25 No.	Reputed Brand
13	Road Broom (complete)	10 No.	Reputed Brand
14	Toilet Brush	10 No.	Reputed Brand
15	Mops (Big Size)	02 No.	Reputed Brand
16	Wiper	10 No.	Supremo/Equivalent
17	Duster (White & Yellow)	06 Dozen	Reputed Brand
18	Floor Duster (Big Size)	03 Dozen	Reputed Brand
19	Chock Pump Unique	10 No.	Reputed Brand
20	Plastic Wool (Juna)	02 Dozen	Reputed Brand
21	Plastic Mugs	04 No.	Reputed Brand
22	Dustpan	12 No.	Reputed Brand

32	Face Tissue Box	120 No.	Wintex / equivalent
24	Jala Brush	05 No.	Reputed Brand
25	Garbage Bag (100 Litre)	12 Kg.	Reputed Brand
26	Hand Gloves (Rubber)	12 Pairs	Reputed Brand
27	Tiles/Granite Cleaner	10 L	Reputed Brand
28	Stainless Steel Cleaner	5 L	Easy Bang or Reputed Brand
29	Papers Rolls for Paper Dispenser	20	Reputed Brand
30	All Kinds of Cleaning Brushes, Mops and Other Tools not mentioned above	As Required	Reputed Brands
31	Sanitizer Spray for Washrooms/Toilets	As Required	Reputed Brands

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

**List of Tools & Plants**

<b>S. No.</b>	<b>Tools &amp; Plants</b>	<b>Minimum Quantity Required</b>
1.	Aluminum Ladder	03
2.	Garbage Trolley with Rubberized or Equivalent Wheels.	01
3.	Janitor Trolley (Adequate Capacity for keeping Tools, Mops and Consumables) with Rubberized or Equivalent Wheels. (Shall be always fully equipped and loaded with Consumables)	03

(Note: This list only indicates Minimum number of Tools and Plants required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly. If any other Tool and Plant is required to ensure proper Sanitation/Cleaning, the same shall be arranged by the Successful Tenderer.)



**List of Machines & Plants**

<b>S. No.</b>	<b>Machines &amp; Plants</b>	<b>Minimum Quantity Required</b>
1.	Scrubbing Machine of the Suitable Capacity to cover around 2000 Sqm. Area per Hour with all Attachments and Accessories.	02
2.	Vacuum Cleaner of Min. 15 L Capacity with all Attachments and Accessories.	03

(Note: This list only indicates Minimum number of Machines and Plants required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly. If any other Machine and Plant is required to ensure proper Sanitation/Cleaning, the same shall be arranged by the Successful Tenderer.)

**Section 7**  
**FINANCIAL BID**

- 1.0 There are three Schedules in the Financial Bid. Schedule A is consisting of Estimated Cost of Man-Power and Uniform along with Man-Power Remuneration Table based on Minimum Wages as applicable. Schedule B is consisting of Estimated Cost of Sanitation/Cleaning Materials, Tools and Plants and Machines and Plants. Schedule C is consisting of sum total of Schedule A and Schedule B.
- 2.0 The Financial Bid shall be evaluated on the basis of Sum Total of the quoted Value of Schedule-A and Schedule-B indicated in Schedule-C.
- 3.0 The bidder must quote the total cost of contract in figures only. The total quoted cost must be 3.5% or above the total estimated cost of the contract indicated in GeM portal.
- 4.0 The difference of amount in percentage between estimated cost indicated in Schedule-C and the cost quoted by bidder on GeM portal shall be applicable to the estimated cost indicated in schedule-A and Schedule-B uniformly. Bidder must not mention any figure in this Financial Bid. The Schedule-A, Schedule-B and Schedule-C are only for providing estimated cost of wages, cost of uniform, Sanitation/Cleaning Materials, Tools and Plants and Machines and Plants. GST will be applied on the sum total of quoted cost in Schedule A and Schedule B and on quoted Contractor Commission (Service Charge).
- 5.0 **Calculation of Monthly Remuneration to Sanitary Workers (Unskilled Category) and Sanitary Supervisor (Skilled Category (Graduate and Above)).**

S.No.	Category	Basic Wage Per Month (In Rs.)	EPF Per Month @ 13% (In Rs.) (Maximum Wage Ceiling of Rs. 15,000/-)	ESI Per Month @ 3.25% (In Rs.)	Bonus Per Month @ 8.33% (In Rs.)	Gross Wage Per Month (In Rs.)
1	2	3	4	5	6	7=3+4+5+6
1	Sanitary Worker (Unskilled Category)	17,238	1950.00	560.235	1435.925	21,184.16
2	Sanitary Supervisor (Skilled Category) (Graduate and Above)	20,956.00	1950.00	681.07	1745.63	25,332.70

**NOTE: The Gross Wage is calculated as per Ministry of Labour & Employment, Govt. of India's Notification vide F.No. 1/4(3)/2022-LS-II Dated 31/03/2022 and applicable w.e.f 01/04/2022.**

## 6.0 Schedule of Rates and Quantities:

### 6.1 Schedule A:

S.No.	Category/ Item Description	Quantity	Estimated Rate Per Month (In Rs.)	Estimated Amount per Month (In Rs.)	Estimated Amount for 36 Months (In Rs.)
1	2	3	4	5=4*3	6=5*24
<b>1.0 Estimated Cost of Manpower</b>					
(i)	Sanitary Worker (For Unskilled Category)	24	21,184.16	5,08,419.84	1,83,03,114.24/-
(ii)	Sanitary Supervisor (For Skilled Category) (Graduate and above)	01	25,332.70	25,332.70	9,11,977.2/-
(iii)	<b>Estimated Cost of Man Power for 36 Months (Sum of (i) and (ii))</b>				<b>1,92,15,091.44/-</b>
<b>2.0 Estimated Cost of Uniform*</b>					
(i)	Sanitary Worker	24	267	6408	2,30,688/-
(ii)	Sanitary Supervisor	01	317	317	11,412/-
(iii)	<b>Estimated Cost of Uniform for 36 Months (Sum of (i) and (ii))</b>				<b>2,42,100/-</b>
<b>Estimated Cost of Man Power and Uniform Excluding GST for 36 Months (Sum of 1(iii) and 2(iii)) in Rs.</b>					<b>1,94,57,191.44/-</b>
<b>Estimated Cost of Schedule A Excluding GST in Rs.</b>					<b>1,94,57,191.44/-</b>

**\* Cost of Uniform for Un-skilled and Skilled Staff :-**

For Un-Skilled Staff, Rs.3200/- per worker per year;

For Skilled Staff, Rs. 3800/- per worker per year.

## 6.2 Schedule B:

S.No.	Item Description	Estimated Cost Excluding GST Per Month in Rs.	Estimated Cost Excluding GST for 36 Months in Rs.
1	2	3	4=3*36
1.	Sanitation/Cleaning Materials (As per Annexure IX)	14,604.54/-	5,25,763.44/-
2.	Tools and Plants (As per Annexure X)	3,091.68/-	1,11,300.48/-
3.	Machines and Plants (As per Annexure XI)	4,346.82/-	1,56,485.52/-
<b>Estimated Cost of Schedule B Excluding GST in Rs.</b>			<b>7,93,549.44/-</b>

## 6.3 Schedule C:

Item Description	Estimated Cost Excluding GST for 36 Months in Rs.
<b>Estimated Cost of Schedule – A</b>	<b>1,94,57,191.44/-</b>
<b>Estimated Cost of Schedule – B</b>	<b>7,93,549.44/-</b>
<b>Estimated Cost of Schedule A + Schedule B Excluding GST (Rs.)</b>	<b>2,02,50,741/-</b>
<b>Estimated Cost of 18% GST</b>	<b>36,45,133.38/-</b>
<b>Total Estimated Cost including 18% GST</b>	<b>2,38,95,874/-</b>

### General:

- (i) Whichever Monthly Wages under the Minimum Wages Act notified by Govt. of NCT of Delhi or Ministry of Labour and Employment, Govt. of India are more as mentioned in the notification, shall deemed to be the reference for calculation of Monthly Wages and would be revised from time to time as per the notification from the Appropriate Authority. The Sanitation/Cleaning Services Agency (Contractor) shall be reimbursed accordingly.
- (ii) GST shall be paid as per applicability and based on Documentary Proof.
- (iii) Sanitation/Cleaning Services Personnel can also be booked on Sundays/Holidays and in such a case, a weekly rest will be given on any working day of the following week or proportionate payment due shall be made. The payment for extra day/deduction in wages for a day will be calculated on the notified Daily Wage Rate under the Minimum Wages Act.
- (iv) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.

(v) In case of default in payment of Statutory Provisions by the Sanitation/Cleaning Services Agency, DFCCIL shall deposit the amount of Statutory Provisions and shall be entitled to deduct the same from any amount outstanding or payable to Sanitation/Cleaning Services Agency or Sanitation/Cleaning Services Agency shall reimburse the same to DFCCIL. Any saving by the Sanitation/Cleaning Services Agency for any reason whatsoever shall accrue to the DFCCIL. Any default in the payment of Statutory Provisions by the Sanitation/Cleaning Agency shall be termed as non-compliance of Terms and Conditions of the Contract by the Sanitation/Cleaning Services Agency and accordingly, necessary action will be taken as mentioned in the Tender Document.

-----End of Tender Document-----