



## Dedicated Freight Corridor Corporation of India Ltd.

A Govt. of India (Ministry of Railway) Enterprise

**Name of Work: - “Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY FOUR months in the jurisdiction of CPM/DFCCIL/Vadodara.”**

**Open Tender**

## **BID DOCUMENT**

### **Dedicated Freight Corridor Corporation of India Limited**

**A Govt. of India (Ministry of Railway) Enterprise**

4th Floor, Block – A, Narmada Naher Bhavun, SSNNL’s Office,

Channi Jakat Naka, Vadodara – 390 002

Phone No. (O) 0265-2760229, Fax No.0265-2760327



**Dedicated Freight Corridor Corporation of India Ltd.**  
A Govt. of India (Ministry of Railway) Enterprise

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**A Govt. of India (Ministry of Railway) Enterprise**

4th Floor, Block – A, Narmada Naher Bhavun, SSNNL's Office,

Channi Jakat Naka, Vadodara – 390 002

Phone No. (O) 0265-2760229, Fax No.0265-2760327

To,

Chief Project Manager  
Dedicated Freight Corridor Corporation of India Ltd.  
(A PSU under Ministry of Railways)  
4th Floor, Block – A, Narmada Naher Bhavun,  
SSNNL's Office, Channi Jakat Naka,  
Vadodara – 390 002

Ref: **Tender No. DFCC/BRC/Outsource staff/2013-14/17**

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs.1,22,650.00 (Rupees One Lakh Twenty Two Thousand Six Hundred Fifty Only)** has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the contract agreement within 7 days of receipt of notice sent by the DFCCIL Administration that such documents are ready.
  - OR
  - ii) I/We do not commence the work within 10 days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

## SECTION 1

### Invitation for Bids (IFB)

Dear Sir,

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Chief Project Manager, DFCCIL, Vadodara for and on behalf of DFCCIL invites Open Tender for undertaking the work of “ **Name of Work: - “Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for Twenty Four months in the jurisdiction of CPM/DFCCIL/Vadodara.**

#### 1.0 Introduction:-

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

#### 2.0 Scope of Works:-

Manpower Service Provider has to provide services of outsourced persons in various categories (as per Annexure-III) at 4<sup>th</sup> Floor, Block – A, Narmada Naher Bhavun, SSNNL's Office, Chhani Jakat Naka, Vadodara – 390 0002 or any other office of DFCCIL may be required by DFCCIL.

#### 3.0 DETAILS OF BID DOCUMENT

- 3.1 Bidding documents: Cost of the bid document is Rs. 5,000/- (Rupees Five thousand only) (Non Refundable). Interested bidders may collect the bidding documents from the address given in para 3.2 below during office working hours between 24-02-2014 to 26-03-2014 and up to 14.30 hrs on 26-03-2014 by paying the cost of the bid document i.e. Rs 5,000/- to be paid in form of demand draft/banker cheque issued by any nationalized or scheduled bank in favor of Dedicated Freight Corridor Corporation of India Ltd. payable at Vadodara

- 3.2 Bid document can be also be downloaded from the website **www.dfccil.org**. Bidders submitting their offers on the bid document downloaded from the internet, should enclose a demand draft / bankers cheque issued by any nationalized bank or any scheduled bank, in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at Vadodara amounting to Rs. 5,000/-(Non Refundable) towards the cost of the bid document along with the offer, failing which their tender shall be summarily rejected. **Tenderer who downloaded tender from websites should submit separate demand draft/bankers cheque of Rs. 5,000/-(Non-Refundable) for the cost of bid document.**
- 3.3 Bids must be accompanied by a **Earnest money deposit of Rs.1,22,650.00 (Rupees One Lakh Twenty Two Thousand Six Hundred Fifty Only)** by a crossed Demand Draft/fixed deposit receipt/ Bankers cheque issued by any other nationalized bank or any scheduled bank of India, in favour of Dedicated Freight Corridor Corporation of India Ltd, Payable at Vadodara. Bids received without earnest money shall be summarily rejected.
- 3.4 Eligible Bidders: A Bidder may be a person, private entity or public sector Undertaking. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 3.5 The approx. total cost of the tender will be Rs.61,32,480.00 for providing various categories of outsourced staff for Twenty Four months.

#### **4.0 Submission of bids:**

- 4.1 **Date and time: - upto 15.00 hrs. on 26-03-2014**
- 4.2 **Venue: -** Chief project Manager, Dedicated Freight Corridor Corporation of India Limited (A PSU under Ministry of Railways), 4th Floor, Block – A, Narmada Naher Bhavun, SSNNL's Office, Chhani Jakat Naka, Vadodara-390 002
- 4.3 **Time for opening of offer: - 15.30 hrs. on 26-03-2014**. If the date of opening is declared as holiday then the tender shall be accepted upto 14.30 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e. next working day.
- 4.4 **Address for Communication:** Interested Bidders may obtain further information from the address given below.  
Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, A Govt. of India (Ministry of Railway) Enterprise, 4th Floor, Block – A, Narmada Naher Bhavu, SSNNL's Office, Chhani Jakat Naka, Vadodara – 390 002.  
[Phone No. (O) 0265-2760229, Fax No.0265-2760327]

#### **5.0 GENERAL**

- 5.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 5.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.

### 5.3 Validity of the Bid

The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity/extended validity.

## 6.0 TENDERING PROCEDURE

### 6.1 Procedure for Submission of Bid

This is a single stage one packet system of tendering. Bidders are requested to submit a proposal in the language as specified in the Section 2 of ITB in single envelope/packet.

Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope. The price bid should be filled in the financial proposal in Annexure-I of the bid document.

On the outer envelope, brief description of the tender should be clearly written such as:

Tender No:-

Name of work:-

Date & Time of opening of tender:-

Name & Address of tenderer:-

### 6.2 Envelope / Packet should contain following documents

- i) Forwarding Letter given in the Bid document.
- ii) DD or Bankers Cheque towards the cost of Blank tender document in case of bid document downloaded from internet.
- iii) Earnest Money Deposit in the approved form as per para 2.3 above.
- iv) Power of Attorney of authorized person who signed the bid.
- v) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company.
- vi) This document duly signed on all the pages.
- vii) Notarized Documents in support of information submitted.
- viii) Commission should quoted by the bidder on the gross pay payable to the outsourced persons in **Annexure- I**.
- ix) Requisite documents as mentioned in Section 1 of IFB in Para-3.0 (a),(b),(c)&(e)
- x) Information as mentioned in para 1(xi) of Section1.

## 7.0 Time Schedule

The total time for completion of work shall be of 24 (Twenty Four) months from date mentioned in the Letter of acceptance. It can be further extended by one year at a time, based on DFCCIL's requirement & performance of the Manpower service Provider agencies. The extension shall be at the sole discretion of DFCCIL.

**8.0 Rate:** - The contractor / bidder must quote the Agency's Commission/Service charges in terms of a flat single percentage on gross Pay payable to the outsourced persons as indicated in **Annexure -I**.

**9.0** Tenderers are requested to give an unconditional offer. A conditional offer, having financial implication shall be summarily rejected.

**10.0 Earnest Money is liable to be forfeited in case of the following:**

- i) On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
- ii) On refusal to accept the work order after award of contract.
- iii) If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

**11.0** No any interest will be payable on Earnest Money Deposit/Performance Bank Guarantee and Cost of the bid documents.

**12.0 Performance Bank Guarantee:**

a) On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, Vadodara. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LAO). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA.

b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that,. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".

d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

e) The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any other provisions in the contract agreement) in the event of:-

i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the engineer may claim the full amount of the Performance Guarantee.

ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect.

iii) The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**13.0** Joint venture (JV) firms are not allowed to participate in this tender.

**14.0** The Tender documents are not transferable.

**15.0 Check List**

The bidders are requested to duly fill in the checklist as per Annexure VI. The checklist is only a reminder of certain important items, to facilitate the tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all the respect.



## Section 2

### Instructions to Tenders / Bidders (ITB)

1. **Cost of Bidding:-** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. **Language of Bid:-** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
3. **Currencies of Bid and Payment:** - The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
4. **Period of Validity of Bids:-** Bids shall be valid for a minimum period of 90 days from the date of opening of the tender. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
5. **Format and Signing of Bid:-** Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
6. **Deadline for Submission of Bids:-** Bids must be received by the Employer at the address no later than the date and time indicated in the Bid document.
7. **Late Bids:-** The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.
8. **Signing of Contract:-** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a letter of acceptance. In response the successful bidder should sign the contract agreement **(Annexure III)** within Seven days from the date of issue of acceptance letter.
9. **Corrupt Practices:** - The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.

**10.0 SECURITY DEPOSIT:-**

- 10.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 10.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- 10.3 Security Deposit for each work shall be 5% of the contract value
- 10.4 The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered,
- 10.5 Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 10.6 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.
- 10.7 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 11.0** Price variation clause is not applicable for this contract.

### SECTION 3

#### Bid Data Sheet

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section I & 2 –IFB & ITB.

1. Bid Number: **Tender No. DFCC/BRC/Outsource staff/2013-14/17**
2. The Employer: Dedicated Freight Corridor Corporation of India Ltd, Vadodara.
3. Name of work: **Open Tenders for - “Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for Twenty Four Months in the jurisdiction of CPM/DFCCIL/Vadodara**
4. The Bidder should submit along with the bid, a bid security of **Rs.1,22,650.00 (Rupees One Lakh Twenty Two Thousand Six Hundred Fifty Only)**
5. **TYPE of TENDER:** Open tender, One packet system.  
Cost of the bid document is Rs. 5,000/- (Rupees Five Thousand only)
6. The bid validity period shall be 90 (Ninety days).
7. **For the purposes of bid submission only, the Employer’s address is:**  
**Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd.,**  
4<sup>th</sup> Floor, Block – A, Narmada Naher bhavun, SSNNL’s Office, Chhani jakat Naka, Vadodara – 390 002.  
Time & Date of submission of Bid: Upto 15.00 Hrs on 26-03-2014.
8. **The bid opening shall take place at:**  
**Chief Project Manager Office,**  
**Dedicated Freight Corridor Corporation of India Ltd.,**  
4th Floor, Block – A, Narmada Naher Bhavun, SSNNL’s Office, Chhani Jakat Naka, Vadodara 390 002.  
**Time & Date of Opening of Bid: 15.30 Hrs. on 26-03-2014.**
10. **Security Deposit:** Detailed in Para 10 of Section 2 of ITB.

## SECTION 4

### SPECIAL TERMS AND CONDITIONS OF CONTRACT

**1.0 Scope of work:** Manpower Service Provider has to provide services of outsourced Persons in various categories (as per Annexure-I).

**2.0 Detailed Scope of Work:**

The scope of work under this tender includes –Manpower service provider has to provide services of outsourced persons in various categories (As per Annexure –III) at DFCCIL office at 4th Floor, Block-A, Narmada Naher Bhavun, SSNNL's Office, Chhani Jakat Naka, Vadodara – 390 002 or any other offices as may be required by CPM/DFCCIL/Vadodara.

**3.0 Pre-qualification criteria for Manpower Service Provider/Agencies**

a) The tenderer should have **physically** completed successfully at least **one similar single work for a minimum value of 35% of advertised tender value** with PSUs, Government Organizations, Autonomous body during the last three financial years and up to date of opening in the current year in (i.e. current year and three previous years) up to the date of opening of the tender.

**Similar work means** “Providing services of outsource staff for working in office.

**Note:-** The service of providing labours in construction/loading-unloading work in transport sector will not qualify as similar work.”

b) The total contract amount for the work received by the contractor during the last three financial year and up to the date of opening in current year should be minimum of 150% of Advertised Tender Value of work as per attested copies of authentic documents/certificates issued by employer/client or audited balance sheet certified by Chartered Accountant.

c) The agencies should have EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.

d) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage..

e) Agency / service providers must give the details and address of their offices. (Please refer “sub para 5 (1)&(2) of section 1)

f) The agency will be awarded work for two years which can be further extended, based on DFCCIL's requirement & performance of the Manpower service Provider agencies. The extension shall be at the sole discretion of DFCCIL.

g) The response to this tender should be accompanied with an EMD(refundable) in the shape of DD/Bankers Cheque/FDR for an amount of **Rs.1,22,650.00 (Rupees One Lakh Twenty Two Thousand Six Hundred Fifty Only)** on any Nationalized / Scheduled Bank and should be in favour of Dedicated Freight Corridor Corporation of India Ltd. Payable at Vadodara. Tenders unaccompanied by EMD shall be summarily rejected.

4.0 DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the tender without assigning any reasons.

**5.0 Format for submitting bid by the agencies :**

Sr. No.	Particulars	Details			
1.	Name of agency (Manpower service provider)				
2.	Address with Telephone and Fax no.				
3.	Status of applicant(individual/ proprietorship firm/ partnership firm/ private limited /society/ autonomous bodies (attach documentary evidence)				
4.	Types of the services provided (Experience certificates to be enclosed)				
5.	Manpower details (permanent contract) of last three years indicating no. of man month services provided in India year wise.	Name of Client	No. of Manpower months(year wise)		
			2010-11	2011 - 12	2012- 13
6.	Annual turnover of last three financial years(audited financial statement of last three financial years to be enclosed with Documentary evidence)	2010 - 11	2011 - 12		2012 -13
7.	EPF Establishment Registration No. (attach documentary evidence)				
8.	ESI Establishment registration No. (attach documentary evidence)				
9.	PAN No. ( attach documentary evidence)				
10.	Service Tax Registration no. ( attach documentary evidence)				
11.	Other registration details under other applicable labour laws. (attach documentary evidence)				
12.	List of Clients along with their placement turnover in numbers. (last three years)				
13.	Attach satisfactory performance report from existing clients from Govt./PSU/Autonomous Bodies				
14.	Executive Summary about the agency.				

**6.0 Selection of Successful Bidder (Manpower Service Provider Agency)**

- The successful bidder would be selected on the basis of least commission quoted by the bidder on the gross pay payable to the outsourced persons as indicated in **Annexure-I**.
- In case the least commission quoted be the bidders are same then the bidder having higher credential i.e. maximum services provided in terms of Man month in the last three years would be selected.

**7.0. Terms and conditions:-**

- The Manpower Service Provider shall, if and when so requested by DFCCIL, will provide the placement services at the premises, or any other office of DFCCIL, as may

be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience and the tentative number of outsourced persons required is enclosed in **Annexure-II**.

- b) It shall be the responsibility of the Manpower Service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the right to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the services of such staff immediately and shall provide suitable replacement within 15 days' time.
- c) If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower service provider to take necessary action to improve the performance of the hired staff and if the performance does not improve even after 15 days of such communication, the Manpower Service Provider, shall provide a replacement acceptable to DFCCIL within 15 days' time.
- d) The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, compensation etc. Including payment/contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirements and subject to deduction of any tax or other amounts as required by law or as provided herein.
- e) The Manpower Service Provider shall make actual disbursement of salary to the outsourced persons in various categories as agreed with DFCCIL(**Annexure-I**) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
- f) The engagement of Manpower Service provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving a notice of one month.
- g) The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/terminated by the Manpower Service Provider, such action should be taken only with the approval of DFCCIL.

## **8.0 Payment Terms**

- a) The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (**Annexure-I**), besides the commission payable to the Manpower Service Provider and applicable Service Tax.
- b) The Manpower Service Provider shall provide documentary evidence to the satisfaction of DFCCIL for submission of statutory payments towards PF, ESI, etc. in the account of outsourced employees with the appropriate authorities.
- c) The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days of completion of every calendar month.
- d) TDS as per rule at the prevailing rate shall be deducted from the monthly bill.

## **9.0 Obligations of the Manpower Service Provider**

- a) The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the standards required by DFCCIL.
- b) The Manpower Service Provider would comply with the statutory requirements; rules

and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.

- c) The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to persons engaged/employed by them including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave , etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission committed by any employee, agent, representative, attorney, and person(s) engaged/employed by them for discharging the obligations under this Contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance.
- d) The Manpower Service Provider shall decide the modus operandi to engage men by them for rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/functions.
- e) No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work as required.
- f) The Manpower Service Provider shall submit the Experience Certificate of the outsource persons for the last two years and also verify and certify satisfactory character and antecedent records of them.
- g) The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and /or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- h) The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- i) The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- j) The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider. These attendance rolls shall be signed by the proprietor of the Manpower Service Provider or his authorised representative daily who shall get it verified by the designated officer of DFCCIL.
- k) Upon a written /oral request being made by DFCCIL in that regard the Manpower Service Provider will, within 24 hours of receipt of such request, discontinue the manpower found to be unsatisfactory or otherwise objected to by DFCCIL for any reason and shall promptly take action with a view to continue rendering satisfactory



services. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued Services.

- l) Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- m) The Manpower Service Provider may please that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by the other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- n) The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- o) The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment to DFCCIL. Any staff hired for DFCCIL can be removed at any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 15 days' time.
- p) The services of the outsourced person engaged are liable to be transferred anywhere in same city from one department to another and one branch to another without any extra remuneration depending on the exigencies of the work.
- q) The services of the outsourced persons shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interest, credits and prestige of DFCCIL.
- r) The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced person with regard to information relating to DFCCIL, its premises, clients, business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, any details about accounts, matters or transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- s) The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations, criminal as well as civil cases that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- t) It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium/compensation at any stage in respect of insurance them. Manpower Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall act all times so keep the requisite policies running.
- u) For any employee leaving the services, agency will have to give a notice of at least 15 days in advance. A no dues certificate shall be taken from DFCC before the date of relieving failing which dues shall be recovered from the agency.

#### **10.0 Working Hours of Hired staff**

The total weekly working hours for the outsourced personnel shall be 48 hrs. However, these timings may be changed without any overall impact on the total period of duty as



per requirement of operation. The personnel would get a day off every week, National Holiday along with General Holidays as being declared by Divisional Railway Office/Vadodara. Proportionate additional payment will be made for attending office on Sunday/holiday or extra hour worked during the working days if required by DFCCIL.

### **11.0 Facilities to the Outsourcing Staff**

#### **(i) T.A. Entitlement (Office Assistant/Computer Operator)**

		For Metro City		For other than Metro City	
		for stay less than 8 hrs.	for stay more than 8 hrs.	for stay less than 8 hrs.	for stay more than 8 hrs.
01.	Daily Allowance	Rs.75.00	Rs.150.00	Rs.50.00	Rs.100.00
02.	Night Stay charges	Rs.200.00		Rs.100.00	
03.	Night Travel Charge	Rs.150.00 for journey performed more than 04 Hrs. between 10.00 p.m. to 06.00 a.m.			

#### **(ii) T.A. Entitlement (Office Attendant & field man)**

		For Metro City		For other than Metro City	
		for stay less than 8 hrs.	for stay more than 8 hrs.	for stay less than 8 hrs.	for stay more than 8 hrs.
01.	Daily Allowance	Rs.50.00	Rs.100.00	Rs.50.00	Rs.75.00
02.	Night Stay charges	Rs.150.00		Rs.75.00	
03.	Night Travel Charge	Rs.100.00 for journey performed more than 04 Hrs. between 10.00 p.m. to 06.00 a.m.			

NOTE:-

- For outstation duty the actual fare of Bus (non AC)/Train (SL Class) will be reimbursed.
- The entitlement of TA is for those employee only who are deputed to perform their duty beyond the Vadodara Municipal area.
- For local movement conveyance charges will be paid @ Rs.4.00 per km. subject to minimum of 2.5 kms. This shall be based on self declaration of the staff and duly certify by the officer deputing the staff.

### **12.0 Obligation of DFCCIL**

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

### **13.0 Force Majeure**

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

### **14.0 Indemnity**

The Manpower Service Provider shall indemnify and hold DFCCIL and its Directors, Officers and employees harmless from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Manpower Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or

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

**15.0 Other terms and Termination**

- a) Contract shall be deemed to have commenced as on and from the date mentioned in Letter of Acceptance & can further be extended (if required by DFCCIL) on existing terms and conditions..
- b) Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- c) Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- d) In future, if CTC revised by Corporate Office then agency has to make payment of revised CTC at the same rate of agency's commission/service charges.
- e) Minimum wages rate (as applicable for Central Govt.) will be calculated/revised as per notification issued from time to time by Regional Labour Commissioner©/Ahmedabad

**16.0 QUANTITY VARIATION:-** An item wise excess/saving up to +\_50% in quantities can done

at the discretion of DFCCil at the same rate and conditions with overall variation within +\_100%

**17.0 Scope of Service**

In performing the terms and conditions of the Contract, the Manpower Service Provider shall at all Times act as an Independent Manpower Service Provider. The Contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of the DFCCIL.

**18.0 Arbitration**

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each Party shall appoint an arbitrator each, who in turn shall appoint the third arbitrator. The arbitration shall be concluded in the English language and the venue of the arbitration shall be in Vadodara and the procedure of such Arbitration shall be as per the Arbitration Act 1966.

Keeping in view of the above, the Manpower Service Provider may send the bid in the prescribed format.

**19.0 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be Vadodara only.

**Annexure – I****FINANCIAL PROPOSAL****Pay structure to be offered to the staff to be outsourced through Manpower service Provider (in one line adjustment)**

Salary components	Auto CAD Operator	Steno/EA with 2 years experience	Office Assttt/ Computer Operator with 2years experience	Attendants including housekeeping/Dak courier/Safaiwala/ Fieldman etc.
Gross Pay/per month	Rs.18,500.00	Rs.16,000.00	Rs.13500.00	As per minimum wages Act (central Govt.)
Agency's commission / Service charges (in percentage) on Gross Pay	in words _____ in figure _____			
Applicable Service Tax (currently 12.36%)	Currently Service Tax is 12.36% payable on CTC and Commission/Service Charges of Agency.			
Tentative numbers of staff Required by DFCCIL	1	1	10	11
Casual / Sickness leave	One day's casual paid leave for every month during the calendar year. Un- availed Casual leave will lapse on 31 <sup>st</sup> December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL).			
Privilege Leave	On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on 31 <sup>st</sup> December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)			

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

1. The bidder are required to fill in the agency commission (in percentage) in the same form and submit the complete documents with their signature on all pages of the documents.
2. Service tax at applicable rate shall be reimbursed extra on submission of proof of payment of same with concerned Govt. authority.
3. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
4. Uniform to office attendant, field man & peon shall be provided by DFCC to the staff engaged by Manpower Service Provider and reimbursement shall be done to the staff directly by DFCCIL @ Rs.1500.00 per year for 2 sets in a year.
5. The above mentioned gross pay includes all statutory deductions applicable as per extent rules.
6. In future, if CTC is revised by Corporate office then agency has to make payment of revised CTC at the same rate of agency's commission/service charges.
7. The Head quarter of one Office Asstt. & one peon each will be at Anand, Vadodara & Bharuch.
8. Minimum wages rate(as applicable for Central Govt.) will be calculated/revised as per notification issued from time to time by Regional Labour Commissioner @/Ahmedabad.

### Annexure –II

#### Eligibility condition/Qualification for various categories of outsourced staff

POST	Essential Qualification
<b>Steno/Executive Assistant</b>	a) Graduation OR three years Diploma in Office Management. b) Dictation (10 minutes @80 words per minute) c) Transcription (50 minutes-English-on computer) d) MS Office (Word, Excel & Power Point) e) Minimum TWO YEARS relevant experience.
<b>Auto CAD Operator</b>	a) Graduation. b) Certificate in Auto CAD operation. c) Minimum two years relevant experience.
<b>Office Assistant/ Computer Operator</b>	a) Graduation OR Three Year Diploma in Office Management. b) MS Office (word, Excel, and Power point) c) Minimum five years relevant experience.
<b>Office Assistant/ Computer Operator</b>	a) Graduation OR Three Year Diploma in Office Management. b) MS Office (word, Excel, and Power point) c) Minimum two years relevant experience.
<b>Attendant including housekeeping/ Dak courier/Sala</b>	a) Passed 10 th standard

**ANNEXURE – III**

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

**AGREEMENT**

**This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 BY AND**  
BETWEEN Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a  
company incorporated under the Companies Act, 1956 and having its Office, 4th Floor  
Block – A, Narmada Naher Bhavun, SSNNL's Office, Chhani Jakat Naka, Vadodara  
390 003 (hereinafter referred to as “**DFCCIL**” which expression shall , where the context  
admits, include its successors and assigns) **OF THE ONE PART**

**AND**

M/S \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter  
referred to as “**THE MANPOWER SERVICE PROVIDER**”, which expression shall, where the  
context admits, include their legal heirs, executors, administrators, successors and assigns in  
business) **OF THE OTHER PART.**

**WHEREAS:-**

1. The Employer is desirous that certain works should be executed by the Manpower Service Provider viz. Tender No. DFCC/BRC/Outsource staff/2013-14/17 (hereinafter called “the works”, and has accepted a Bid by the Manpower Service Provider for the execution and completion of such works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Terms and Conditions of Contract
3. In consideration of the payments to be made by the Employer to the Manpower Service Provider as hereinafter mentioned, the Manpower Service Provider hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Manpower Service Provider in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS**

Where of the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Manpower Service Provider in the presence of:

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

**ANNEXURE – IV**

**Format of Bank guarantee for mobilization Advance Payment**

Bank Guarantee No.:- \_\_\_\_\_ Dated: \_\_\_\_\_

To,

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

Reference:-Contract No. \_\_\_\_\_, awarded on \_\_\_\_\_.

This bank guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) between (name of bank) carrying on its banking business under banking regulation act 1949 having registered office at \_\_\_\_\_

And one of its branches at \_\_\_\_\_ (hereinafter called the “Bank” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called “the Employer”) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called “the Contractor”) To M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called “the Contractor”).

And Whereas vide clause \_\_\_\_\_ of the general condition of contract, Mobilization Advance up to 10%(ten percent) of the original contract value of Rs. \_\_\_\_\_ (Rs in words) is payable to the contractor against Bank guarantee, the contractor hereby applies for mobilization Advance of 5%(five Percent )amounting to Rs \_\_\_\_\_ (Rs in words) of the contract price, as per Appendix to Tender.

And whereas this Bank Guarantee is for Rs. \_\_\_\_\_ (Rs in words) against the above mobilization Advance amount of Rs. \_\_\_\_\_ (Rs in words).

Now, we the undersigned of the bank begin fully authorized to sign and to incur obligation 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.

We, the Bank, do hereby unconditionally and without demur guarantee and undertake to pay the employer immediately on demand any or all money payable by the contractor to the extent of Rs. \_\_\_\_\_ (total guaranty amount in figure & Words), without any demur, reservation ,context, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall

be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee is valid till\_\_\_\_\_.

At any time during period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the contractor.

The Guarantee hereinbefore contained shall not be affected by any in the constitution of bank or the contractor.

The expressions "the Employer", "the bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

**(Continue from page 1, BG No. \_\_\_\_\_, dated \_\_\_\_\_)**

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

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

- (i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. \_\_\_\_\_ (in words).
- (ii) This Bank Guarantee shall be valid up to \_\_\_\_\_, unless extended on demand by Employer.
- (iii) The Bank is liable to pay the guarantee 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

Signatures of Bank authorize Official with seal.

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**Note: - If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)**



**ANNEXURE – V**

**Format of Bank guarantee for performance security**

**Bank Guarantee No.:-** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**To,**

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

**Metro Station Building Complex 5th Floor,**

**Pragati Maiden, 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 (hereinafter called the Employer) of the other part.

Whereas 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 contract").

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

Now, We the undersigned (name of Bank official), of the bank begin 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 the aforeside contract with the Employer, the Bank further agree after 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 the Employer by reason of any breach by the side 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 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.

**(Continue from page 1, BG no. \_\_\_\_\_, and dated \_\_\_\_\_)**

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

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

- i. Our liability under this bank guarantee shall not exceed and restricted to Rs. \_\_\_\_\_ ( in words).
- ii. This bank guarantee shall be valid up to \_\_\_\_\_, unless extended on demand by Employer.
- iii. The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before \_\_\_\_\_.

In WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of \_\_\_\_\_ being herewith duly authorized.

Bank Seal

Signatures of Bank authorize Official with seal.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

1. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

2. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

**(Note: - If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)**

**ANNEXURE – VI**

**(Guarantee-Bond offered by-banks to DFCC in connection with the execution of Contracts)(SD)**

**GUARANTEE BOND FORMAT**

**(To be used by approval Schedule Banks)**

1. In consideration of the Employer DFCCIL (hereinafter called "The Employer") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of an Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ ( hereinafter called the "The said Agreement") of **security deposit** for the due fulfillments by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ ( indicate the name of the bank)(hereinafter referred to as "The Bank") at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be inclusive 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. \_\_\_\_\_.

3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of out liability for payment there under the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of the Bank) 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 or till \_\_\_\_\_ the Employer/DFCCIL certify that the terms and conditions of the said Agreement have been fully and

Properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.

6. We \_\_\_\_\_ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time any of the powers exercisable by the DFCCIL against the said Contractors (a) and to forbear or enforce any of terms and conditions relating ti the said agreement and shall not be relieved from our liability by reason of any such variation or extension begin granted to the said Contractor(s) or for any forbearance, act or omission on the part of DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) 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.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).

8. We \_\_\_\_\_ (indicated the name of Bank)

Lastly undertake not to revoke this Bank Guarantee during its currency except with previous consent of the DFCCIL in writing.

In WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of \_\_\_\_\_ being herewith duly authorized.

Bank Seal

Signatures of Bank authorize Official with seal.

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**ANNEXURE – VII**

**CHECKLIST**

**Name of Work: - “Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY FOUR months in the jurisdiction of CPM/DFCCIL/Vadodara.”**

**Name of Ternderer:-**

Sr. No.	Items Description	Reference	Enclosed
01	Earnest Money Deposit	Section--4 para 3.0 (g)	Yes/No
02	Qualification requirement for bidder	Section-4 para 3.0	Yes/No
03	Registration of Certificate	Section 4 Para 8 (b)	Yes/No
04	Tender fee	Section 1 para 3.1	Yes/No
05	Format for submitting the BID by agency	Section -4 para 5	Yes/No
06	Check List.	Annexure-VII	Yes/No