



**Tender No. CGM/UMB/Manpower-2022/01**

*For*

**Rendering housekeeping services for CGM/DFCCIL, Ambala Office and providing Outsourcing Staff for CGM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CGM/DFCCIL/Ambala Unit**

## **BID DOCUMENT**

**Employer:**

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

**Dedicated Freight Corridor Corporation of India Ltd**

**Tender No. CGM/UMB/Manpower-2022/ 01**

**Dated 05.03.2022**

**Name of work** : Rendering housekeeping services for CGM/DFCCIL, Ambala Office and providing Outsourcing Staff for CGM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CGM/DFCCIL/Ambala Unit.

**Approx. Cost** : Rs. 2,16,66,295/-

**Contract Period** : 24 (Twenty Four) months

**Earnest Money** : Rs. 4,33,326/-

**Last Date/Time of receipt of Tenders** : Up to 1500 hrs. on 28.03.2022

**Date of Opening of Tender** : 28.03.2022 at 1530hrs.

**For and on behalf of**  
**DFCCIL, Ambala**

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**Offer Letter by Tenderer**

**To,**

**Chief General Manager  
DFCCIL, Ambala**

**Tender No.: “CGM/UMB/Manpower-2022/01”**

**NAME OF WORK:** Rendering housekeeping services for CGM/DFCCIL, Ambala Office and providing Outsourcing Staff for CGM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CGM/DFCCIL/Ambala Unit.

1. I/We ..... have read the various conditions of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of 80 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 General conditions of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs. 4,33,326/- (Rupees Four Lakh Thirty Three Thousand Three Hundred and Twenty Six 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:
  - (a) I/We do not execute the contract agreement within 15 days of issue of the acceptance letter by the DFCCIL Administration that such documents are ready. OR
  - (b) I/We do not commence the work within 15 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 modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

**Signature of Tenderer/Tenderers**

**Signature of Witness**

**SECTION - 1**  
**NOTICE INVITING TENDER**

Tender No. CGM/UMB/Manpower-2022/01

Dated: 05.03.2022

The Chief General Manager DFCCIL Ambala for and on behalf of DFCCIL invites open tender on GeM portal ([www.gem.gov.in](http://www.gem.gov.in)) in the prescribed forms for the under noted work:

<b>Tender Notice No.</b>	CGM/UMB/Manpower-2022/ 01
<b>Name of Work</b>	Rendering housekeeping services for CGM/DFCCIL, Ambala Office and providing Outsourcing Staff for CGM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CGM/DFCCIL/Ambala Unit
<b>Estimated Cost of Work</b>	Rs. 2,16,66,295/- (Two Crore Sixteen Lakh Sixty Six Thousand Two Hundred and Ninety Five only)
<b>Contract Period</b>	24 months ( Twenty Four months )
<b>Type of BID</b>	Open Tender through GeM portal ( <a href="http://www.gem.gov.in">www.gem.gov.in</a> )
<b>Validity of Offer</b>	80 Days from the date of opening of tender
<b>Earnest Money</b>	Rs. 4,33,326/- (Rupees Four Lakh Thirty Three Thousand Three Hundred and Twenty Six Only) to be submitted in DFCCIL Bank Account. MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from EMD cost.
<b>Availability of tender Document and Tender Document cost</b>	Tender document can be downloaded from <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> ; Corrigendum, if any, shall be hosted on the website only.
<b>Date and time of start &amp; submission of filled tender document</b>	E-tender can be downloaded from 05.03.2022 and can be submitted Up to 1500 hours of 28.03.2022 on <a href="http://www.gem.gov.in">www.gem.gov.in</a>
<b>Date and time of opening of tender</b>	At 1530 hours of 28.03.2022 on <a href="http://www.gem.gov.in">www.gem.gov.in</a>
<b>Help Desk for E-Tendering</b>	For any clarification and help mail at: <a href="mailto:helpdesk-gem@gov.in">helpdesk-gem@gov.in</a> or contact on Toll Free Numbers: 1800-419-3436; 1800-102-3436.
<b>Address of Communication</b>	Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001 E mail : <a href="mailto:ashukla@dfcc.co.in">ashukla@dfcc.co.in</a>

*(Signature)*  
Chief General Manager  
DFCCIL, Ambala Cantt.

05/3/22  
उप मुख्य परियोजना प्रबंधक/दूर एवं संचार  
Dy. Chief Project Manager/S&T  
डी. एक. सी. सी. आई. एन, अम्बाला  
DFCCIL/ Ambala

**SECTION - 2**  
**CHECKLIST**

<b>THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE UPLOADING THE SIGNED TENDER DOCUMENT:-</b>		
<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>COMPLIANCE (YES/NO)</b>
2	Earnest Money Deposit (EMD) in the prescribed format	
3	Tenderer's General Information as per Annexure-I	
4	Details of Works completed in last Three Years as per Annexure-II	
5	Self Certificate as per Annexure-III	
6	All the Annexure from Annexure - VI to Annexure - VIII properly filled up and relevant documents attached and indicated in Annexure, where asked	
7	Pre-Contract Integrity Pact as per Annexure-IX	
8	Company seal should be put on each and every pages of the document submitted	
9	Attested copies of Certificates & documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per <b>Clause 4.14 of GCC</b>	
10	Registration of Company in case of company	
11	Partnership deed/Memorandum and Articles of Association of the firm or company	
12	Registration under labour Laws (as applicable)	
13	GST Registration Certificate	
14	Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.	
15	Rates have been quoted for on Basic Cost in terms of percentage in financial offer	
16	Corrigendum(s), if any, duly stamped and signed by the bidders on each page.	

**SECTION - 3****INSTRUCTION TO TENDERER(S)****GENERAL INSTRUCTIONS**

DFCCIL invites open tender for the work of Rendering housekeeping services for CGM/DFCCIL, Ambala Office and providing Outsourcing Staff for CGM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CGM/DFCCIL/Ambala Unit.

**3.1 The key details are as under:**

<b>S.No</b>	<b>Tender No.</b>	CGM/UMB/Manpower-2022/ 01
<b>1</b>	<b>Name of Work</b>	Rendering housekeeping services for CGM/DFCCIL, Ambala Office and providing Outsourcing Staff for CGM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CGM/DFCCIL/Ambala Unit.
<b>2</b>	<b>Estimated Cost of Work</b>	Rs. 2,16,66,295/- (Two Crore Sixteen Lakh Sixty Six Thousand Two Hundred and Ninety Five only)
<b>3</b>	<b>Contract Period</b>	24 months (Twenty Four months )
<b>4</b>	<b>Type of Tender</b>	Open tender single packet
<b>5</b>	<b>Earnest Money</b>	Rs. 4,33,326/- (Rupees Four Lakh Thirty Three Thousand Three Hundred and Twenty Six only) to be submitted in DFCCIL Bank Account. MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from EMD cost. The details regarding EMD cost is provided at <b>Clause No 3.7.</b>
<b>6</b>	<b>Date and time of start&amp; submission of filled tender</b>	E-tender can be downloaded from 05.03.2022 and can be submitted Up to 1500 hours of 28.03.2022 on <a href="https://gem.gov.in">https://gem.gov.in</a> .
<b>7</b>	<b>Date and time of opening of Tender</b>	At 1530 hours of 28.03.2022 on <a href="https://gem.gov.in">https://gem.gov.in</a>
<b>8</b>	<b>Validity of Offer</b>	80 Days from the date of opening of tender
<b>9</b>	<b>Authority and place for purchase/ address for Communication</b>	Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001 E mail : <a href="mailto:ashukla@dfcc.co.in">ashukla@dfcc.co.in</a>

**3.2 THE BANK DETAILS**

Bank Details for depositing EMD is as under:

Bank name	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India Limited
A/C No	387301010036198
IFSC Code	UBIN0546836
Branch	Moti Bagh, New Delhi-110066
DFCCIL, GST Number (Haryana)	06AACCD4768M1Z9

**3.3 PRE-REQUISITES FOR GeM SELLER:**

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

**3.4 SCOPE OF WORK and ELIGIBILITY CRITERIA****3.4.1 SCOPE OF WORK**

The Manpower Service Provider has to provide services of outsourced persons and Housekeeping in various categories (as per Section-6) at Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. , Old Railway Colony, Near Anand Market, Ambala cantt. – 133001 & any other office of DFCCIL as per requirement and outsourced persons at the office of competent Authorities. This scope of work is illustrative and shall be read in conjunction with “Special Conditions of Contract”.

**3.4.2 ELIGIBILITY CRITERIA****3.4.2.1 Technical Eligibility Criteria:**

- a) The bidder must have at least three years experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/PSUs/Nationalised Banks/Reputed Organisations. Services rendered with list of such Central/State/PSUs/Nationalized Banks/Reputed Organisations with duration of service shall be furnished.
- b) The bidder must have successfully executed/completed similar services, over the last three years i.e. the current financial year and the last three financial years: -
  - 1) Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost; or
  - 2) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or
  - 3) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

**Similar work means “Providing services of outsource staff for working in office/Guest houses etc.”**



**Note:-**

1. The service of providing labours in construction/loading-unloading work in transport sector will not qualify as similar work.
2. Those tenderers which do not fulfill the minimum wages condition for manpower cost as per existing Central Government notification will be summarily rejected.
3. Tenderers may kindly note that quoting their rates based merely on minimum wages without factoring the profits shall be summarily rejected.
4. In the event of increase/ decrease of minimum wages rate, ESI and EPF rates after the award of contract, the agreement rates will be increased/ decreased by amount equal to the variation effective from the date of increase or decrease

**3.4.2.2 Financial Eligibility Criteria:**

- a. Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost.
- b. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the BDS.

*The supporting documents for Eligibility criteria are essentially required to be uploaded on the website <https://gem.gov.in> with the signed copy of tender document.*

**3.4.3 Other Conditions:**

- a) The agencies should have EPF code, ESI registration no., PAN, GST registration and registration under all the applicable labour laws and should submit copy of the same.
- b) **Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.**
- c) The Agency should have registered under “Contract Labour (Regulation and Abolition) Act’ 1970” and must have a valid labour license under this Act
- d) The agency will be awarded work for two years which can be further extended, based on DFCCIL’s requirement & performance of the Manpower service Provider agency. The extension shall be at the sole discretion of DFCCIL.
- e) 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. 4,33,326/- (Rupees Four Lakh Thirty Three Thousand Three Hundred and Twenty Six only) on any Nationalized / Scheduled Bank and should be in favour of “Dedicated Freight Corridor Corporation of India Ltd.” Payable at Ambala. Tenders unaccompanied by EMD shall be summarily rejected.
- f) DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the tender without assigning any reasons.

**3.4.4 Eligibility Criteria of a Partnership Firm**

The guidelines for submitting tenders by Partnership Firms shall be as per “GENERAL CONDITIONS OF CONTRACT” Clause 4.11.

**Evaluation of eligibility of a partnership firm**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the following conditions:

**i) Technical eligibility criteria –**

The tenderer should satisfy either of the following criteria:-

- a) The partnership firm shall satisfy the full requirement of technical eligibility criteria (defined in clause 3.4.2.1) in its own name and style;

**OR**

- b) In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of a firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria (defined in clause 3.4.2.1 ) on the basis of his/her proportionate share in that proprietorship/ partnership firm reduced further by his/her percentage share in the tendering firm.

**ii) Financial eligibility criteria–**

The tenderer shall satisfy either of the following criteria:-

- a) The Partnership firm shall satisfy the full requirements of the financial eligibility criteria (defined in clause 3.4.2.2) in its own name and style.

**OR**

- b) In case the partnership firm does not fulfill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/contract in the past either as sole proprietor or as partner in different firms, then the arithmetic sum of the contractual payments received by all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, shall satisfy the full requirements of the financial eligibility criteria (as defined in clause 3.4.2.2).

**3.5 SUBMISSION OF BIDS**

**3.5.1** The tender documents shall be submitted in online mode through website <https://gem.gov.in>, in single bids only.

- a. Single offer viz. containing Technical offer and Financial offer along with necessary documents like scanned copy of EMD shall be submitted through <https://gem.gov.in>. EMD can be submitted in following modes:
- Deposition of money directly in the DFCCIL account as per details in **Clause 3.2**. The scanned copy of the same shall be uploaded during the submission of bid.
  - In any form indicated in **Clause 3.7**. The scanned copy of the same shall be uploaded during the submission of bid.
- b. Detailed credentials as per the requirements of Eligibility criteria and all tender papers except bill of quantities are to be uploaded in GeM portal at designated field on GeM.
- c. Bidder will quote over and above the various components of Bid as a Service Charge in the prescribed format of GeM portal. The bids are essentially to be submitted only by online mode. The financial bid should be saved and duly filled up and uploaded on the GeM portal website using Digital Signature for signing the document or any other mode of verification permitted by GeM portal.
- d. The corrigendum, if any; shall be hosted on the website only. The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be

accepted.

- e. The supporting documents for Eligibility criteria are essentially required to be uploaded on the website <https://gem.gov.in> with the signed copy of tender document.***

**3.5.2** In case 14.03.2022 is declared as holiday, tender shall be opened on next working day.

**3.5.3** Each page of this bid document shall be submitted duly Signed by the tenderer. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer and any other document specified in tender schedule.

**3.5.4** All bids shall be submitted in accordance with the instructions contained in these documents (hereinafter called as bid documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.

**3.5.5** The bids shall only be accepted through online mode. The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents will be summarily rejected.

**3.5.6** Conditional tenders shall be summarily rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents in this regard.

**3.5.7** Submission of a tender by the tenderer implies that, he had read the entire tender document including amendments, if any, and agreed with all the tender conditions. It shall be the responsibility of the bidder to make himself/themselves familiar with the E-tendering procedure of GeM portal. For any clarification and help mail at [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or contact on Toll Free Numbers: 1800-419-3436; 1800-102-3436.

### **3.6 VALIDITY OF OFFER**

The offer shall be kept valid for a period of 80 days from the date of opening.

### **3.7 EARNEST MONEY DEPOSITS (EMD)**

**3.7.1** The tender must be accompanied by a sum of Rs. 4,33,326/- (Rupees Four Lakh Thirty Three Thousand Three Hundred and Twenty Six only) as earnest money deposited in the form of:

**a.** Demand Drafts/Banker Cheque/FDR drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favor of "Dedicated Freight Corridor Corporation of India Ltd." payable at Ambala.

**b.** Or, in any form mentioned below:

- i. Government securities at 5% below the market value
- ii. Deposit receipts or demand drafts of the Nationalized Bank
- iii. A deposit in the Post Office Saving Bank

- iv. National Savings Certificates
- v. Twelve Year National Defence Certificates
- vi. Ten Year Defence Deposits
- vii. National Defence Bonds
- viii. National Savings Certificates,
- ix. Time Deposit Account which came into force on 16.03.1970 and notified under Ministry of Finance, Notification No. F3(7)NS/70, dated 28.02.1970
- x. IRFC Bonds

**3.7.2** The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD is being deposited in any form mentioned above in Clause 3.7.1 (a) and (b), the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the “Office of Chief General Manager, DFCCIL, Old railway Colony, Near Anand Market, Ambala Cantt-133001” before the opening of the Tender, failing which, the bid shall be summarily rejected and shall not be considered for further evaluation stage. MSEs registered with a Body specified by Ministry of MSME for the item tendered shall be exempted from payment of Earnest Money Deposit **(EMD)**.

**3.7.3** The Tenderer(s) shall keep the offer open for a minimum period of 80 days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the tenderer(s) and the tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited by the DFCCIL.

**3.7.4** If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. No interest will be paid by DFCCIL on the above EMD amount. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 15 days after receipt of notice issued by DFCCIL that such documents are ready for signatures.

**3.7.5** The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tender(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

### **3.8 PRICE BASIS, CURRENCIES & LANGUAGE OF BID**

**3.8.1** Bidder will quote over and above the various components of Bid as a Service Charge in the prescribed format of GeM portal. The bids are essentially to be submitted only by online mode. The financial bid should be saved and duly filled up and uploaded on the GeM portal website using Digital Signature for signing the document or any other mode of verification permitted by GeM portal.

**3.8.2** Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

**3.8.3** Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in

figure.

**3.8.4** All information in the bid shall be in Hindi or English only. Failure to comply with these requirements will render the bid liable for rejection.

### **3.9 SIGNATURE OF BIDS & DOCUMENTARY PROOF**

The document accompanying bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Tender(s) shall furnish "BRIEF DETAILS OF THE TENDERER" (Annexure-I). The document duly signed should be uploaded on the e tendering website <https://gem.gov.in>.

### **3.10 PARTNERSHIP DEED**

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. In this regard the GCC Clause No. 4.11 shall follow.

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

**3.12** In the event of any tenderer/s, whose tender is accepted; refusing to execute the contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money.

### **3.13 SECURITY DEPOSIT**

The security deposit shall be levied as per the **clause no 4.13 of the GCC**.

**3.14** Tender documents are not transferable.

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

**3.16** This Services contract placed through GeM shall be governed by following set of Terms and Conditions: (as stipulated in GeM **Service Level Agreement For Manpower Hiring Services** in order of precedence as mentioned in GeM's SLA):-

1. BID/ Reverse Auction specific ATC.
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. General terms and conditions for Services (GeM).

## SECTION- 4

### GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenderers must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

#### 4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

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

being so provided had their domicile inside the Government's country.

**4.1.15** "Proposal" means the Technical Proposal and the Financial Proposal.

**4.1.16** "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.

**4.1.17** "Terms of Reference" (TOR) means the document included in the Tender which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.

**4.1.18** "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.

**4.1.19** "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightning and un-precedent floods over which the contractor has no control.

**4.1.20** "GCC" mean the General Conditions of Contract.

**4.1.21** "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.

**4.1.22** "Local currency" means the currency of Government of India.

#### **4.2 GENERAL INFORMATION**

**4.2.1** The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.

**4.2.2** The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).

**4.2.3** Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

**4.2.4** The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

**4.2.5** A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.

**4.2.6** It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

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

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

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

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

### **4.3 COMMUNICATION AND LANGUAGE OF CONTRACT**

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

### **4.4 INTERPRETATION**

In the contract, except where the context requires otherwise:

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

### **4.5 LANGUAGE OF CONTRACT**

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

### **4.6 ENTIRE AGREEMENT**

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

### **4.7 MODIFICATIONS**

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

### **4.8 CARE IN SUBMISSION OF TENDERS:-**

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



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

#### **4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -**

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

#### **4.10 OMISSIONS & DISCREPANCIES:-**

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

#### **4.11 PARTNERSHIP DEED**

**4.11.1** The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, the contract shall be guided by following:

##### **Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders of any value.
3. The Partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian Partnership Act.
4. Separate identity/name should be given to the Partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of the any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. Once the tender has been submitted, the constitution of firm shall not be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of DFCCIL and the tenderer shall have no claims what so ever. Any change in the constitution of Partnership Firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraw from the firm after opening of the tender and before the award of the tender, the offer shall be rejected. If any new partner

joins the firm after opening of tender but prior to award of contract, his/her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under Clause 4.25 of General Condition of Contract.

6. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
7. The tender form shall be purchased and submitted only in the name of Partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of partnership firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
8. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized/ registered and submitted along with tender.
9. A notary certified copy of registered or notarized Partnership deed shall be submitted along with the tender.
10. On award of the contract to the Partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantees like Performance guarantee, guarantee for Mobilization advance shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
11. On issue of LOA, contract agreement with Partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
12. In case, the contract is awarded to a Partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement:-
  - a) Joint and several liabilities – The partners of the firm to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL/Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - b) Duration of the Partnership deed and Partnership firm agreement – The Partnership deed/Partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of contract liable for determination of contract under clause 4.25 of General Conditions of Contract.
  - c) Governing Laws – The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
  - d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partners and that of the DFCCIL in respect of the tender/contract.

13. The tenderer shall clearly specify that the tender is submitted on behalf of a Partnership concern. The following documents shall be submitted by the Partnership firm, with the tender-

- a) A copy of registered/notarized partnership deed duly authenticated by notary.
- b) Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partner(s) or any other person(s) as detailed in para (8) above.
- c) An undertaking by all the partners of the Partnership firm shall be given that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt of India/any State Govt from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 4.25 of General Conditions of Contract and action will be taken as per clause 4.12.5 (c) of General Conditions of contract.

#### **4.11.2 Example on Evaluation of Technical & Financial Eligibility of Partnership Firm**

A tendering partnership firm "ABCD" has four constituent partners namely "A", "B", "C" & "D" with their respective shares as 40%, 30%, 20% & 10% , but this firm has not executed any work in its own name and style. However, the constituent partners have executed the work in earlier partnership firm(s) or as sole proprietor as under:-

- (i) Partnership firm "ABZ" having three partners namely "A", "B" & "Z" with respective shares of 10%, 20% & 70%, has executed a work of value Rs.10.00 Crore earlier.
- (ii) Partnership firm "CYX" having three partners namely "C", "Y" & "X" with respective shares of 50%, 30%, & 20%, has executed a work of value Rs.5.00 Crore earlier.
- (iii) Sole proprietorship firm "P" having "D" as sole proprietor has executed a work of value Rs.2.0 Crore earlier. The evaluation of technical and financial eligibility of tendering firm "ABCD" shall be done by taking proportionate share of credentials of partners A, B, C and D derived from their earlier partnership firms to be reduced further by their percentage share in the tendering firm as calculated in table below :-

1 Partners	2 Credentials of "A" & "B" derived from firm "ABZ" which has executed work of Rs.10.0 cr.		3 Credentials of "C" derived from firm "CYX" firm which has executed work of Rs.5.0 cr.		4 Credentials of "D" derived from Proprietorship firm "P" which has executed work of Rs.2.0 cr.		5 Contribution of "A", "B", "C" & "D" to credentials of tendering firm "ABCD"	
	% share in firm "ABZ"	Proportionate Credentials	% share in firm "CYX"	Proportionate Credentials	% share in firm "P"	Proportionate Credential	% share in "ABCD"	Proportionate Contribution "ABCD"
<b>A</b>	10%	10% of 10Cr. = <b>1.0 Cr.</b>	-	-	-	-	40%	40% of 1 Cr = <b>0.4Cr</b>
<b>B</b>	20%	20% of 10Cr. = <b>2.0 Cr.</b>	-	-	-	-	30%	30% of 2 Cr. = <b>0.6 Cr</b>
<b>C</b>	-	-	50%	50% of 5 Cr= <b>2.5Cr</b>	-	-	20%	20% of 2.5Cr.
<b>D</b>	-	-	-	-	100%	100% of 2Cr= <b>2.0Cr</b>	10%	10% of 2Cr.= <b>0.20Cr</b>

**Evaluation of Technical Eligibility:-**

Any one of the partners of “ABCD” tendering firm viz A, B, C or D should satisfy the technical eligibility criterion on the basis of his/her proportionate share of credential in the earlier partnership firm reduced further by his percentage share in the tendering firm. As calculated in above table, the contribution of partners A, B, C & D towards the credentials of tendering firm “ABCD” will be taken as Rs. 0.40 cr., Rs. 0.60 cr., Rs. 0.50 cr., 0.20 cr respectively. Thus, in this example the firm “ABCD” is deemed to have executed one single work of maximum value of Rs 0.60 Cr. for the purpose of technical eligibility criteria.

**Evaluation of Financial Eligibility:-**

The arithmetic sum of the contribution of all the partners of tendering firm “ABCD” derived on the basis of their respective proportionate share in the earlier partnership firms reduced further by their respective percentage share in the tendering firm, in this example will be taken as Rs. 1.70 Cr. (i.e.  $A + B + C + D = 0.4 + 0.60 + 0.50 + 0.20 = 1.70$  cr.). Thus, in this example, the firm “ABCD” is deemed to have received contractual payments of Rs 1.70 Cr. for the purpose of financial eligibility criteria.

**4.12 PERFORMANCE GUARANTEE (P.G)**

- 4.12.1** On acceptance of tender the successful Tenderer(s) shall have to submit performance guarantee amounting to 3% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of “**Dedicated Freight Corridor Corporation of India Ltd.**”, Ambala. The Performance Guarantee shall be submitted within 15 (Fifteen) days from the date of issue of Letter Of Acceptance (LOA).
- 4.12.2** This guarantee shall be initially valid up to the stipulated date of completion of work 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.
- 4.12.3** 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 respects satisfactorily. The security deposit, however, shall be released only after passing the final bill based on ‘No Claim Certificate’.
- 4.12.4** 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.
- 4.12.5** The DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of Performance Guarantee.
  - b) 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 by DFCCIL.
  - c) The contract being determined or rescinded, due to failure of contractor; under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**4.13 SECURITY DEPOSIT**

- 4.13.1** 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.
- 4.13.2** Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- a) Security Deposit for each work shall be 5% of the contract value
  - b) The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered,
  - c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 4.13.3** 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 satisfactory completion of the Contract Period.
- 4.13.4** No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

**4.14 QUALIFYING CRITERIA:**

**As per clause 3.4.2 of the Instruction to Tenderers**

**4.15 AGREEMENT:**

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

**4.16 CHANGES IN ADDRESS:**

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

**4.17 OBLIGATION OF DFCCIL**

- 4.17.1** DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 etc. or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

**4.18 FORCE MAJEURE**

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

**4.19 INDEMNITY**

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

**4.20 LAWS AND REGULATIONS:**

- 4.20.1** Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 4.20.2** Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the CGM, DFCCIL, Ambala; shall be the final and binding.

**4.21 INCOME TAX**

- 4.21.1** Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

**4.22 GST**

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

(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

**4.23 PERMITS, FEES, TAXES & ROYALTIES**

- 4.23.1** Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt except service tax ( except as specified in clause 4.22.1 above). The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

#### 4.24 STATUTORY INCREASE IN DUTIES, TAXES ETC

**4.24.1** All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tendering contractor should bear the above fact in mind.

#### 4.25 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

**4.25.1** If the Contractor should

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

or

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

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

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

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

**4.26 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT**

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

**4.27 LABOUR RULES**

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



#### **4.28 COMPLIANCE OF VARIOUS ACTS:**

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

#### **4.29 CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986.**

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

#### **4.30 SETTLEMENT OF DISPUTES**

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

##### **4.30.2 Mutual Settlement**

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

#### **4.31 CONCILIATION/ARBITRATION**

##### **Demand for Arbitration**

##### **4.31.1**

- (i) **Demand for Arbitration:-**In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
  - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
  - (b) The claimant shall submit his claim stating the facts supporting the claims

along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

- (c) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
  - (d) The place of arbitration would be Ambala/New Delhi
- (iii) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (iv) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

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

**4.31.3 (a)**

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

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

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

**(iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or

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

**(v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway/ DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

**(b)**

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

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

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

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

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

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

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

## SECTION- 5

### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

#### 5.1 INTRODUCTION:-

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

#### 5.2 DETAILED SCOPE OF WORK

The Manpower Service Provider has to provide services of outsourced persons and Housekeeping in various categories (as per Section-6) at Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd., Old Railway Colony, Near Anand Market, Ambala cantt. – 133001 & any other office of DFCCIL as per requirement and outsourced persons at the office of Competent Authorities. The Scope also covers the following:

##### **A Catering**

- I. Requirement of tea etc. shall be got from the DFCCIL Officials as & when required and supplied at the time notified/ advised by them.
- II. Preparation of Tea, Coffee, Snacks, Meals under healthy and hygienic condition and serving the same to the guests/DFCCIL Officials in office premises or anywhere within the jurisdiction of CGM/Ambala. Normally these services will be required on all working days excluding Sundays, holidays etc but in any emergency contractor will arrange the same as and when required by DFCCIL.
- III. Supply of tea etc. in suitable crockery and utensils, during meeting and conferences as per notified timings, taking proper measures and precautions for fire hazards. He shall be responsible for picking up the utensils, Crockery including cleaning of the tables and proper upkeep of the crockery and cutlery and kitchen utensils. The persons engaged for catering services should be in proper clothing including hand gloves at the time of services and should be neatly and properly dressed. Catering services are required to be available normally in office time all days. The services are required to be prompt & to the satisfaction of the officials in a professional and decent manner. **The raw material and Crockery will be supplied by the DFCCIL.**

##### **B Housekeeping**

The Agency shall provide services, dusting and cleaning (dry & wet) with cleaning equipments of all furniture and fixture items consisting of all rooms, passage, pantry, toilets including parking area of office premises as per Schedule of services.

##### **C Disposal of Garbage**

- (i) It shall be responsibility of the contractor to dispose of garbage at least once in a day and / or any time when garbage accumulated in a large quantity than the capacity of dustbin / garbage drum. The contractor shall ensure that garbage should never be kept overnight in the premises.
- (ii) Maintenance of proper cleaning and up keeping of the kitchen / serving centers,

Pantries etc.

#### **D Horticulture Work**

Horticulture work in official complex shall include:-

- (i) Maintenance of all existing plants in pots / ground, watering the plants and other related works such as putting manure and sprinkling insecticides.
- (ii) Trimming and day-to-day maintenance of all the trees and plants within the complex.
- (iii) Upkeep of garden within the complex & lawn in front of office including grass cutting in office premises and collection of dry and waste leaves etc.
- (iv) Dumping of plants wastage to the nearest dumping point.
- (v) Up-keeping, placing, re-arranging, weeding, watering and treatment of flower pots in the office premises.
- (vi) Other related works as desired by DFCCIL.

#### **E. Provision of Services under the head of housekeeping i.e. item No. : 8 of Schedule A Section: 6**

- 1) Contractor will carry out the work of attending telephone calls, fax, receiving / dispatch of daily dak to maintain the record of visitors arrange maintenance staff as per requirement and co-ordination for the duties of whole outsourced staff under this contract.
- 2) Contractor will provide the attendant to CGM/DFCCIL/Ambala during site inspection/office hours in day to day working .
- 3) Contractor will carry out the work of preparation & serving of Tea/Coffee & Snacks, Water as and when required to all the officials/guests/staff working in the office all consumable items in the kitchen, gas , stove, corckery , tea, coffee snacks etc will be provide by DFCCIL. Manpower for this work will be provided by the contractor.
- 4) Contractor will carry out the work of daily watering of plants, trees, dressing of flower beds, weeding and grass cutting of office lawn at least once a week.
- 5) Contractor will carry out the work of daily mopping of floors of all the rooms/corridors/ passages building, cleaning of toilets & bathrooms of office complex of CGM/Ambala, sweeping of outside pucca/kaccha surfaces of campus and surroundings/passage to office complex etc

#### **Schedule of Services are as under:-**

1	Cleaning of all toilet seats with Harpic or any other disinfectant (scented) liquid)	:	Daily
2	Cleaning of all Washbasins, mirrors, sanitary fittings, geyser with the suitable liquid like colin etc.	:	Daily
3	Cleaning of floor/ floor tiles using good fragrance liquid	:	Daily
4	Cleaning of wall tiles using good fragrance liquid.	:	Once in a week

5	Provision of Bathing Soap, liquid soap, toilet, paper, odonil etc. (Lux, Hamam, Dettol, Pamolive etc.)	:	Shall be provided by DFCCIL.
6	Dusting of each & every item of furniture, curtain rods, window blinds & cabinet etc.	:	Daily
7	Dusting of Electronic appliances like TV, Telephone, Cordless and Footlights or any other office equipment.	:	Daily
8	Cleaning of Sofas	:	As & when required.
9	Cleaning of Electric Fittings, switch boards, Electrical gadgets such as Fans, tube lights, CFLs AC mesh/cover etc .	:	As & when required.
10	Replacement of cells in TV remote, wall clock etc. (Cells will be provided by DFCCIL)	:	As & when required.
11	Cleaning of doors, windows, Including glass panes. Glass Panes should be get cleaned by suitable cleanser such as Colin etc.	:	Daily
12	Removing of cobweb	:	Once in a Week
13	Cleaning of Terrace, Stair case sunshade, canopy	:	Once in a Week
14	Cleaning of floor of passages, galleries by wet mopping by adding good quality disinfectant in water.	:	Daily
15	Dry brooming of area inside the complex, in front of gate including lawn area	:	Daily
16	Serving of fresh water & preparation of Tea & Coffee etc.	:	As & when required
17	Dusting & cleaning of kitchen accessories Sink, Sanitary, fixtures with suitable cleanser.	:	Daily
18	Cutting of Grass, Trimming of trees, Putting manure & sprinkling water and insecticides	:	As & when required
19	Sweeping of lawns, watering of lawns, hedges/flower bed/flower pots etc.	:	Daily
20	Cleaning of façade of building/ACP/Reflective glasses etc.	:	Once in two weeks

All services mentioned above supposed to be provided by contractor for all building premises, all area within the boundary of office complex & in front of gate as well as lawn area in front of gate.

- G.** 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.

- H.** The contractor will submit the Medical Certificate proving person is fully fit for the Working. The medical certificate for all the staff engaged is mandatory at the commencement of the contract.
- I.** The contractor will provide the identity card to all staff engaged by him. Nothing extra shall be paid on this account.

### **5.3 PAYMENT TERMS:**

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

- i.** Remuneration payable to the manpower engaged, it includes the employee share of PF & ESI. (as per **Section :6 Schedule of Quantities/Rate Sheet**);
- ii.** Employers Share of PF & ESI obligation shall be paid extra after submitting the proof of submission by the manpower service provider for Schedule A and Schedule B including the Part time worker under the labour laws.
- iii.** Quoted Commission/rate;
- iv.** Goods and Service tax as per the conditions of the contract. Any amendment due to change in policy in this regard shall be adhered to under statutory provisions.
- v.** For any staff deployed by contractor, no payment shall be made for local movement/journey within the municipal limit of city where the manpower is deployed. For outstation duties actual fare of bus(ordinary)/train (sleeper class) shall be reimbursed and conveyance/Auto Rickshaw charges, only on outstation duty, shall be paid @ of Rs. 6 per Km. Night allowance for outstation duty(beyond 60 km from respective headquarter), @ Rs. 150 shall be paid per person per night, as per deployment of staff on requirement of DFCCIL. If period of stay outside(i.e., more than 60 km) HQ is more than 6 hours, then Rs. 100 and for more than 12 hours, Rs. 150 shall be paid as Travelling Allowance. For staff deployed under Schedule A(2) of Section 6 i.e. Works Engineers/Junior Works Engineers, TA/DA shall be paid as per the entitlement for E-0 category of DFCCIL employees and shall be charged under Schedule B of Section 6 of this contract.

The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider within 15 days against the monthly invoices raised by Manpower Service Provider at the end of each month, in duplicate. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions necessary certificates of Tax Deduction shall be given; The Manpower Service Provider shall provide details every quarter regarding submission of statutory payments towards PF, ESI etc. in account of outsourced personnel with the appropriate authorities. **The Manpower Service Provider shall make monthly payment to the outsourced personnel by 7<sup>th</sup> day of every month.**

### **5.4 OBLIGATION OF MANPOWER SERVICE PROVIDER**

- (i)** The Manpower Service provider shall submit a complete list of consumable items, equipments/machines that will be used for sanitation/cleaning services and shall be responsible for refilling/maintenance of all such items/equipments used DFCCIL's premises in accordance with the scope of services.
- (iii)** It shall be the responsibility of the Manpower Service Provider to employ only adult workers whose antecedents have been thoroughly verified, including character

and police verification and details shall be submitted to DFCCIL.

- (iv) Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. The Manpower service provider would undertake to indemnify DFCCIL on any cost or liability that may incur on account of such non-compliance.
- (v) In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time , payment of minimum wages to the personnel deployed should be revised accordingly and can be claimed from DFCCIL with the monthly bill. As on date the prevailing notification of DC Ambala, **DC Ambala, ENDST No. 173-287/DN Dated 25.06.2021, for minimum wages (for various category of workers) is effective from 01.03.2021 as well as the prevailing notification of Government of India for minimum wages (for various category of workers) is effective from 01.10.2021** and these will be treated as the reference rate for calculating the proportionate increase over the tendered rates for all categories. This increase in base rate shall be payable to deployed outsourced staff.
- (vi) The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- (vii) The Manpower Service Provider shall decide the modus operandi for engagement of workers and continuously monitor them for rendering proper and efficient services that conform to the prescribed standards set by DFCCIL. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/ functions.
- (viii) The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- (ix) No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- (x) 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).

- (xi)** 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.
- (xii)** The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the authorised representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- (xiii)** 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.
- (xiv)** The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.
- (xv)** The outsourced person shall at all time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- (xvi)** The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- (xvii)** In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- (xviii)** Manpower Service Provider shall provide identity cards bearing the photographs to the all the outsourced personnel deployed in DFCCIL at its own cost.
- (xix)** The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week or as directed by DFCCIL as per office schedule. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. However, administration reserves right to call the personnel on National / Gazetted holiday / Sunday. A compensatory off will be provided to the individual in the succeeding weeks in lieu of the same or proportionate additional

payment will be made for attending office on Sundays / National holidays, if compensatory off is not provided..

- (xx) The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of nonpayment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by him. In no circumstances the actual disbursement shall be less than the agreed/less than minimum wages amount without prior written approval of DFCCIL.

#### **5.5 OBLIGATION OF DFCCIL -**

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the manpower Service Provider that Cost to the Company does not increase.

The DFCCIL shall provide:- (a) storage space to Manpower Service Provider for storing cleaning material and equipments, (b) Water supply and electricity for carrying out the sanitation/ cleaning work.

#### **5.6 FORCE MAJEURE -**

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

#### **5.7 INDEMNITY -**

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

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

**5.8 LEAVE & PENALTIES**

**A. LEAVE**

Leaves for the manpower shall be governed by the provisions laid down in Service Level Agreement as per GeM portal except for the manpower hired under Sch. A Item No. 2 i.e. Works Engineer (Civil) and Junior Works Engineer (Civil) for which two days leave shall be permissible for each month.

**B. PENALTIES**

Penalties and Fine shall be governed by the the provisions laid down in Service Level Agreement as per GeM portal.

**5.9 IMPLEMENTATION OF INTEGRITY PACT IN DFCCIL –**

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

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately. A copy of pre contract integrity pact is enclosed at Annexure -IX for signature of tenderer as acceptance, as and when Independent External monitor is appointed.

**5.10 SELECTION/ REQRUITMENT OF MANPOWER**

The selection of the Manpower being provided by the agency shall be done by the Panel of DFCCIL constituted by competent authority at Ambala unit for this purpose. In some cases where the highly skilled manpower is required, the selection shall be done by the open advertisement. And the necessary qualifications for the post shall be decided by the DFCCIL and these shall be binding to the manpower provider.

**The Qualification for the Legal Consultant against item no 3 of Schedule A**

**I. Qualifications:**

(i) **Minimum qualification:** Candidate should be law graduate from a recognized university.

(ii) **Essential requirement:** Candidate should have experience of at least five years in any one or more areas such as dealing the matters related to land acquisition, arbitration matter, court cases related to civil suit, service matter, tax matter & corporate issues. Candidate should also have experience of drafting the application, reply, deeds and examination of legal documents.

(iii) **Desirable requirement:** preference may be given to the following attributes:

- a) Candidate retired from Railways, Central/State Govt. and Central PSUs having experience to deal legal matters, court cases and legal vetting of documents.
- b) Candidates who are registered with State Bar Council and authorized to do legal practice before any court with the above eligibility.
- c) Candidate having post graduate in law or post graduate diploma in addition to above qualification.

II. **Age:** The age limit should be 30 to 63 years.

**5.11 Variation:**

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

## SECTION- 6

### SCHEDULES OF QUNATITIES/ RATE SHEET

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

Bidder will quote over and above the various components of Bid as a Service Charge in the prescribed format of GeM portal.

S. No.	Description	Unit	Qty	Rates as per Minimum Wages Act & DFCCIL policy	Amount	Other components including PF Contribution Of Employer, ESI Contribution of Employer, Mobile & conveyance charges etc.	Total CTC
<b>Schedule: A</b>							
1.	Personal Assistant to CGM/GM or other officials(Including PF/ESI contribution of Staff) graduate with minimum Two years experience and having knowledge of MS Office Package	Man Month	48	21659	1039632.00	135152.16	1174784.16
2.	Provision of rendering services of Works Engineer(Civil)/Junior WorksEngineer(Civil):-						
	(a)Works Engineer (Civil)-Engineering Degree in Civil Engineering and minimum 03 years post qualification experience in Government, PSUs or reputed private companies.Age:18 to 35 years with relaxation in upper age limit as per orders issued by GOI from time to time.	Man Month	48	35714	1714272.00	378855.36	2093127.36
	(b) Junior Works Engineer (Civil) - Engineering Diploma in Civil Engineering, Experience: Nil. Age: 18 to 35 years with relaxation in upper age limit as per orders issued by GOI from time to time.	Man Month	48	24554	1178592.00	285216.96	1463808.96
3.	Auto CAD operator (Including PF/ ESI contribution of Staff)	Man Month	24	21659	519816.00	67576.08	587392.08
4.	Consultant legal for Arbitration and court cases (Including PF/ ESI contribution of Staff)	Man Month	24	42000	1008000.00	131040.00	1139040.00
5.	Provision of rendering services of Computer Operator / Data Operator for CGM Office, Ambala and any sub office of CGM/Ambala jurisdiction :-						
	(a) For qualification graduation with minimum 2 Year Experience. (Including PF/ ESI contribution of Staff)	Man Month	72	21659	1559448.00	202728.24	1762176.24
	(b) For qualification 10+2 or higher or any Qualification as found suitable by Engineer-in charge for the job, upto 2 Year Experience. (Including PF/ ESI contribution of Staff)	Man Month	96	19404	1862784.00	302702.40	2165486.40
6.	Provision of rendering services of Peon/Daftri/ Dak Courier/Field man/Caretaker/ Pantry Man or any other similar manpower required for DFCCIL works for CGM Office, Ambala and/or any sub office of CGM/Ambala jurisdiction (Including PF/ ESI contribution of Staff)	Man Month	168	15895	2670360.00	433933.50	3104293.50
7.	Provision of rendering services of Chowkidar/Watch and ward without arms or any other similar manpower required for DFCCIL works for CGM Office, Ambala and/or any sub office of CGM/Ambala jurisdiction (Including PF/ ESI contribution of Staff)	Man Month	72	16042	1155024.00	187691.40	1342715.40

## CGM/UMB/Manpower-2022/01

8.	Housekeeping/Sanitation of CGM office at Ambala to perform various duties as per directions of DFCCIL officials, as mentioned in the terms & conditions. NOTE: (i) Consumables if ordered for cleanliness/Pantry Purpose which are not specified shall be reimbursed/ provided by DFCCIL . (ii) The staff as mentioned in special conditions shall remain present throughout the day and shall perform duties as given time to time.						
	Receptionist/ Co-ordinator of manpower (Including PF/ ESI contribution of Staff)	Man Month	24	19404	465696.00	75675.60	541371.60
	Attendant to CGM (Including PF/ ESI contribution of Staff)	Man Month	24	15895	381480.00	61990.50	443470.50
	Pantry Man (Including PF/ ESI contribution of Staff)	Man Month	24	15895	381480.00	61990.50	443470.50
	Gardener (Including PF/ ESI contribution of Staff)	Man Month	24	15895	381480.00	61990.50	443470.50
	Safaiwala/Sweeper (Including PF/ ESI contribution of Staff)	Man Month	24	15895	381480.00	61990.50	443470.50
9.	Provision of rendering services of Office Assistant Cum Computer Operator Cum Steno for Competent Authorities of various districts i.e. Saharanpur, Yamuna Nagar, Ambala, Patiala, Fatehgarh Sahib & Ludhiana in the jurisdiction of CGM/DFCCIL/UMB in c/w land acquisition work for DFCCIL.(Including PF/ ESI contribution of Staff)	Man Month	96	19404	1862784.00	302702.40	2165486.40
10.	Rendering services of Office Attendant for Competent Authorities in various districts i.e. Saharanpur, Yamuna Nagar, Ambala, Patiala, Fatehgarh Sahib & Ludhiana in the jurisdiction of CGM/DFCCIL/UMB in C/W land acquisition work for DFCC. (Including PF/ ESI contribution of Staff)	Man Month	96	15895	1525920.00	247962.00	1773882.00
11.	Provision of rendering services of retired Kanungo/Patwari for DRO-cum-Competent Authority, Amabala. (Including PF/ ESI contribution of Staff)	Man Month	24	21344	512256.00	66593.28	578849.28
	<b>Total of Schedule A</b>				18600504.00	3065791.38	<b>21666295.38</b>
	<b>Schedule: B</b>						
1.	Traveling Allowance/Night Duty charges/conveyance charges to staff payable for outstation duties as per terms & conditions of contract.			As per actual Journey			

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

contractor and only the employee share of EPF and ESI shall be deducted.

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

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

**Declaration by the tenderer**

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

**Signature of tenderer/s**  
**Address:**

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



**Details of Works completed in last Three Years**

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

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

**Signature of Tenderer/s**

### Self Certificate

- a. I/We have downloaded the tender form from the internet site [www.gem.gov.in](http://www.gem.gov.in) and [www.dfccil.com](http://www.dfccil.com) and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
  
- b. I/We certify that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

**Signature of the Tenderer/s**

**DRAFT FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEE (PG)**

**(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to "Office of Chief General Manager; Dedicated Freight Corridor Corporation of India Ltd. Old railway Colony, Near Anand Market- Ambala cantt. 133001" by the issuing Bank under Registered Post A. D.)**

To

The Chief General Manager  
Dedicated Freight Corridor Corporation of India Ltd.  
Old Railway Colony, Near Anand Market -Ambala Cantt.- 133001

In consideration of the Chief General Manager; DFCCIL (hereinafter called "DFCCIL") having agreed to accept from ..... hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated .....made between ..... and ..... (hereinafter called "the said Agreement") the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of 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 under take to pay the DFCCIL an amount not exceeding Rs. .... against any loss or damage caused to or suffered by or would be caused to or suffered by DFCCIL by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. 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 demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of 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 Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no .....against us for making such payment.

3. 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, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied

or discharged or till ..... office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall discharge from all liability under this guarantee thereafter.

4. We, .....(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).

6. We, ..... (indicate the name of Bank) .....undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated this .....day of.....2022.

For  
(Indicate the name of the Bank)

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

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

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

**NOW THIS AGREEMENT WITNESSETH as follows:**

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

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

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

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

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

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

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorised signatory)

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

Signed for and on behalf of in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL**

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

1.....

2.....

3.....

AND SO ON.....

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

**Signature of the Tenderer/s**

## ANNEXURE -VII

## Details of works completed in last three financial years including current financial year

S. No.	Name of Work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final Cost of Work	Date of commencement of Work	Date of Actual completion of Work	Certificate /Credential available at Page No.	Remarks
1	2	3	4	5	6	7	8	9	10

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no. mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.

## ANNEXURE -VIII

## Details of works under progress in last three financial years including current financial year

S. No.	Name of Work	Acceptance letter no.	Date of Acceptance letter	Organization for whom work is being done	Final Cost of Work	Date of commencement of Work	Date of Actual completion of Work	Certificate /Credentia l available at Page No.	Remarks
1	2	3	4	5	6	7	8	9	10

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no. mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer



**PRE-CONTRACT INTEGRITY PACT****General**

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact) is made on \_\_day of the month of 2021, between, on one hand, the DFCCIL acting through Shri \_\_\_\_\_ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the CLIENT**

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

- particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

**Commitments of BIDDERS**

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
- 3.3 \*[A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 \*[A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/ integrator/ authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual ,firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.

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

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

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

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

#### **5. Earnest Money (Security Deposit)**

- 5.1 EMD amount & form of EMD will be as per terms & conditions of contract document.
- 5.2 Validity of EMD & Security Deposit will be as per terms and conditions of contract.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for violations**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT. connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A] the same shall not be opened.
- (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The CLIENT will entitled to take all or any the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on the its behalf (whether with or without the knowledge of the [A] of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act., 1988 or any other statute enacted for prevention of corruption.
- (xii) The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final conclusive on the [A]. However, the [A] can approach the independent Monitor(s) appointed for the purposes of this pact.

7. **Fall clause**

- 7.1 The [A] undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present

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

**8. Independence Monitors**

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

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

- 12.1 The validity of this Integrity pact shall be from date of its signing and extend upto 5

years or the complete execution of the [B] to the satisfaction of both the CLIENT & the[A], including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

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

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on\_\_\_\_\_.

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

BIDDER  
Chief Executive Officer

WITNESS

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

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

WITNESS

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

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

Note:

[A] - To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case may be.

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

-END OF BID DOCUMENT-