



Name of the work: Engagement of Auto Cad Operator, PA cum Steno, Computer Operator, Office Attendant, Security Guard, Housekeeping staff, Legal Consultant & Works Engineer at CGM/KKK's office, Rest house at Kolkata and Camp offices under the jurisdiction of CGM/Kolkata/DFCCIL.

(Participation through GeM only)

www.gem.gov.in

July – 2025

Employer:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Under

Ministry of Railway

CGM OFFICE

Chief General Manager/DFCCIL/KKK

**3rd Floor , DCOS Building E-W Metro, Central Park Depot,
Saltlake Sector-I, Bidhannagar, Kolkata West Bengal 700064,**

CORPORATE OFFICE

DFCCIL Corporate Office Complex, Sector-145,

Noida, Uttar Pradesh-201306.

Tele: 0120-2216666, Web: www.dfccil.gov.in

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Section- 1
NOTICE FOR INVITING E- TENDER

SN	Item	Description
1	Tender No.	KKK/EL/Outsourcing/2025/868/01
2	Name of Work	Engagement of Auto Cad Operator, PA cum Steno, Computer Operator, Office Attendant, Security Guard, Housekeeping staff, Legal Consultant & Works Engineer at CGM/KKK's office, Rest house at Kolkata and Camp offices under the jurisdiction of CGM/Kolkata/DFCCIL.
3	Employer	Chief General Manager/Kolkata 3 rd Floor , DCOS Building E-W Metro, Central Park Depot, Saltlake Sector-I, Bidhannagar, Kolkata West Bengal 700091 Acting Through: GM/Elect/DFCCIL/Kolkata
4	Estimated Cost of Work	Rs. 3,11,84,206/- including GST (Rupees Three Crore Eleven Lakh Eighty Four Thousand Two Hundred and Six only)
5	Completion Period	24 Months (Twenty-four months from the date of engagement of the outsourced staff as would be prescribed in LOA/GeM contract).
6	Type of BID	E-Open Tender
7	Bid Security	Rs. 3,05,921/- (Rupees Three Lakh Five Thousand Nine Hundred and Twenty One only). As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security.
8	Performance Bank Guarantee	5% of the awarded Contract Value as per General Conditions of Contract (Section-4 of Tender Document), within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA).
9	Cost of tender document	NIL (as per GeM policy).
10	Date and Time of start and submission of filled Tender Document	24.07.2025 at 15:00 hrs
11	Date and Time of Tender opening online	14.08.2025 at 15:30 hrs
12	Validity of offer	120 Days from the date of opening of tender
13	E-Tendering Web Site address and Help Desk No.	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.gem.gov.in

Chief General Manager
DFCCIL/KKK



DFCCIL/KKK



Dedicated Freight Corridor Corporation of India Limited
A Govt. of India Undertaking, (Ministry of Railway) Enterprise
3rd Floor , DCOS Building E-W Metro, Central Park Depot, Saltlake Sector-I,
Bidhannagar, Kolkata West Bengal 700064

Dear Sir,

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.....
.....

1.1 Chief General Manager, DFCCIL, 3rd Floor, DCOS Building E-W Metro, Central Park Depot, Saltlake Sector-I, Bidhannagar, Kolkata West Bengal 700091 for and on behalf of DFCCIL invites E - Tenders :

Name of work
Engagement of Auto Cad Operator, PA cum Steno, Computer Operator, Office Attendant, Security Guard, Housekeeping staff, Legal Consultant & Works Engineer at CGM/KKK's office, Rest house at Kolkata and Camp offices under the jurisdiction of CGM/Kolkata/DFCCIL.

1.2 DETAILS OF TENDER DOCUMENTS

- 1.2.1 Tender Documents: As mentioned in GeM on www.gem.gov.in.
1.2.2 Date of Receipt and opening of Tenders: As mentioned in GeM on www.gem.gov.in.
1.2.3 Address for Communication: Interested Tenderers may obtain further information from the address given below:

Chief General Manager/Kolkata
Dedicated Freight Corridor Corporation of India Limited
Bidhannagar, Kolkata West Bengal 700091
[Telephone No. 91-33-23590322](tel:91-33-23590322) and [E-mail-dfcc.kolkata@gmail.com](mailto:dfcc.kolkata@gmail.com)

- 1.2.4 Tenderers are requested to give unconditional offers only. A conditional offer with financial implications will be summarily rejected.

1.3 Completion Period

The contract shall be deemed to have commenced from the date of issuance of the letter of acceptance or as specifically mentioned in the acceptance letter and shall be in force for two years.

1.4 General

- 1.4.1 The offer should be valid for 120 days from the date of opening of the tender, being extended further if required by mutual agreement from time to time. The Tenderers cannot withdraw their offer within the period of validity/extended validity, lest liable for forfeiture of Bid Security (Earnest money).

Section - 2
Format for covering letter of Tender.
(On letter head of firm/company)

Chief General Manager/Kolkata
Dedicated Freight Corridor Corporation of India Limited
Bidhannagar, Kolkata West Bengal 700091
Telephone No. 91-33-23590322 and E-mail-dfcc.kolkata@gmail.com

Sub: Engagement of Auto Cad Operator, PA cum Steno, Computer Operator, Office Attendant, Security Guard, Housekeeping staff, Legal Consultant & Works Engineer at CGM/KKK's office, Rest house at Kolkata and Camp offices under the jurisdiction of CGM/Kolkata/DFCCIL.

1. I/We, have read the various terms and conditions of tender attached hereto including amendments and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period as specified in GeM from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for forfeiture of EMD (Bid Security). I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Tender Document for the execution of present contract.
2. Full value of the Earnest Money deposited shall stand forfeited without prejudice to any other right or remedies if:
 - i)I/We do not execute the Contract Agreement as specified in Para 4 (General Conditions of Contract), or
 - ii)I/We do not submit a Performance Security in the form of Bank Guarantee as specified in Section 4 (General Conditions of Contract), or
 - iii)I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - iv)I/We withdraw the offer during the period of validity/extended validity; or
 - v)When any of the information furnished by the tenderer not found true.
3. Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.
4. I/We understand that in case of any confusion regarding the tender document the master copy available with DFCCIL shall be binding and final and contract agreement will be signed as per this only.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of

the tender EMD besides banning of business for a period of up to five years. Further, I/we and all my/our constituents understand that my/our offer shall be **summarily rejected**.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five years.
9. It is certified that the bid is unconditional and unqualified. Nothing has been omitted/ changed/ altered/ modified in the submitted document which renders such information misleading.
10. I/ We shall make available to the DFCCIL any clarification it may require for evaluation and finalization of the Bid. In the event of non-submission of clarification within due time, DFCCIL may go ahead with the available document and I/We shall have no claim for it.
11. I/ We acknowledge the right of DFCCIL to reject our Bid/cancel the bidding process without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
12. I/We believe that I/we satisfy the Technical Eligibility, Financial Eligibility and other requirements as specified in the tender document and have submitted documents accordingly.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification as per tender document, we shall intimate DFCCIL of the same immediately.

Signed with seal.....

In the capacity of

Duly authorized to sign offers for and on behalf of

Bidder's Name.....

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CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	Proof of Earnest Money Deposit (EMD)/Bid security	
2.	The Covering Letter as per format given in the Section 2 .	
3.	(i) An experience certificate issued by the concerned authorities (Govt. Department / PSU of Govt. of India or State Govt.) along with the Proforma given in Annexure-V of the Tender Document (ii) The relevant documents and certificates from the client as per Annexure- I .	
4.	Power of Attorney of the person signing the tender documents specific to this work duly attested by Notary Public as per prescribed format at Annexure-XIII, if applicable as per terms and condition of this tender document .	
5.	Complete Tender document duly stamped and signed by the Tenderer on each page.	
6.	Copy of Registration Certificate for Contract Labour (Regulation and Abolition) Act 1970, ESI & EPF.	
7.	Copy of Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970.	
8.	Copy of GST No, PAN Card & Aadhaar Card.	
9.	Copy of Registration of Company / Firm / Agency, Partnership Deed/Memorandum of Association the Company / Articles of Association of the Company/Firm/ Agency.	
10.	Constitution of the Company/Firm/ Agency in the form prescribed in Annexure-VII .	
11.	Affidavit for not been blacklisted/debarred as per Annexure-II .	
12.	Details of Contractual Payment Received in Last Three Financial Years and Copy of Audited Balance Sheets for Three Financial Years along with Annexure-VI Certified by a Chartered Accountant. However in case of balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for Total Contract Amount .	
13.	Financial Bid to be filled Online.	

Section - 3
INSTRUCTIONS TO BIDDERS

3.1 Eligibility Criteria: -

Sl. No.	Criteria	Documents Required
(i)	<p>The Bidder should have successfully completed at least one similar work costing not less than 35% of the Advertised Tender Value of Work in the last three years (i.e., Current Year and Previous Three Financial Years) for any government department/PSU.</p> <p>Definition of similar nature of work: Any work related to the supply of highly skilled/skilled/semi-skilled/unskilled manpower.</p>	<p>The Bidder has to submit an experience certificate issued by the concerned authorities (Govt. Department /PSU of Govt. of India or State Govt.) along with the Proforma given in Annexure-V of the Tender Document. Non-submission of these documents will lead to the summarily rejection of the offer.</p>
(ii)	<p>The Bidder should have received a Total Contract Amount of not less than 150% of the Advertised Tender Value of Work (Estimated Cost of Work) against satisfactory execution of completed and ongoing works of all types during the last three financial years as per Audited Balance Sheets. However in case of balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for Total Contract Amount .</p>	<p>Details of Contractual Payment Received in Last Three Financial Years. Copy of Audited Balance Sheets for Three Financial Years along with the Proforma given Annexure-VI Certified by a Chartered Accountant. However in case of balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for Total Contract Amount .</p> <p>Non-submission of these documents will lead to the summarily rejection of the offer.</p>
(iii)	<p>a) The Bidder should be registered for Contract Labour (Regulation and Abolition) Act, 1970,ESI & EPF.</p>	<p>Copy of Valid Registration Certificate for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970. Bidder is also liable to be rejected, if these documents are not submitted along with their offer.</p>
	<p>b) The Bidder must possess Valid Labour License under the Contract Labour (Regulation and Abolition) Act, 1970.</p>	<p>Copy of Valid Labour License under the Contract Labour (Regulation and Abolition) Act, 1970. Bidder is also liable to be rejected, if these documents are not submitted along with their offer.</p>
	<p>c) The Bidder must possess a GST Registration Number, PAN Card and Aadhaar Card.</p>	<p>Copy of GST Registration Number, PAN Card and Aadhaar Card. Bidder is also liable to be rejected, if these documents are not submitted along with their offer.</p>
	<p>d) The Bidder should submit an Affidavit that bidder has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.</p>	<p>Affidavit/Documents to be enclosed. A proforma of Affidavit is given in Annexure II of the Tender Document. Non-submission will lead to summary rejection of the offer.</p>
<p>Note: Consortium bidding shall not be allowed at any stage for the fulfilment of eligibility criteria. Definition of similar nature of work: Any work related to the supply of highly skilled/skilled/semi-skilled/unskilled manpower.</p>		

3.2 Tender Document Obtaining Process

The bidder must follow the instructions on GeM portal for all tender related information.

3.3 Submission of Offer

- i. Tender shall be submitted through Online mode only at GeM. Tender submitted by any other mode will not be accepted.
 - ii. The Addendum/Corrigendum, if any, shall be hosted on GeM Portal only.
 - iii. The supporting documents for Eligibility Criteria are essentially required to be uploaded on GeM portal with a copy of tender document.
 - iv. Bidders are required to give Unconditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
 - v. **If the Covering Letter as per the format given in Section 2 is not submitted, it will lead to the summarily rejection of the offer.**
- 3.4 The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc., as indicated in the Tender Document before quoting. If the Bidder have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.
- 3.5 All Bids shall be submitted following the instructions contained in the Tender Document (Bid Document). Non-compliance with any of the instructions contained in the Tender Document is liable to result in the Bid being rejected.
- 3.6 After the award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of the same given by DFCCIL shall be considered as final and binding.
- 3.7 For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- i. Special Conditions of Contract.
 - ii. General Conditions of Contract.
 - iii. LOA/GeM Contract.
 - iv. Financial Bid
 - v. Notice Inviting Tender/ Instructions to Bidders
- For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract, then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

3.8 Bidder must fill up all the schedules and furnish all the required information on e- mode as per the instructions given in various sections of the Tender Document.

3.9 Modification/Substitution/Withdrawal of Bids:

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

3.10 Opening and Evaluation of Bids:

- (i) E-Tender shall be opened online at the address given below.

Address: Online Opening of Tender
Chief General Manager/Kolkata
Dedicated Freight Corridor Corporation of India Limited
Bidhannagar, Kolkata, West Bengal 700091

3.10 Deadline for Submission of Tender

Tenderer(s) must ensure to complete the tender submission process in time as indicated on GeM portal.

3.12 Bidder may visit the site on any working day to assess the Scope of Work before submitting their offer.

3.13 (i) JOINT Venture (JV) is not allowed in this tender.

(ii) In case partnership firm, then work experience, solvency, turnover and other short-listing criteria (as specified in the tender document) should be in the name of the partnership firm only.

3.14 Earnest Money Deposit (EMD)

- i. Rs. 3,05,921/- (Rupees Three Lakh Five Thousand Nine Hundred and Twenty One only). (2% up to 1 cr. and further 0.5% on the advertised cost of the tender) to be paid online through the payment gateway provided at www.gem.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi as detailed below-

Name of Bank- Union Bank of India (UBI)

Account Number-302701010652600

IFSC code-UBIN0546836

Branch- Moti Bagh, New Delhi.

- ii. The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in GeM portal.
- iii. Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of the earnest money deposit detailed above.
- iv. 100% Govt. owned PSUs shall be exempt from payment of the earnest money deposit detailed above.
- v. Labour Cooperative Societies shall deposit only 50% of the above earnest money deposit detailed above.
- vi. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money (Details of provision for medium & small enterprises i.e. **MSE is as per clause 4.7 of section - 4**).

Note: For (ii)-(vi) necessary documentary evidence is to be submitted without which the offer will be summarily rejected

- (a) The tenderer must deposit the amount of Earnest Money for the amount prescribed, online through the payment gateway on GeM portal as mentioned in the NIT or to DFCCIL Account (given above).
- (b) Tenderers received without Earnest Money in full in the manner prescribed above (Other than exempted firms) shall be summarily rejected.
- (c) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in GeM portal. If the validity of the offer is extended, the validity of earnest money should also be extended, failing which the offer, after the expiry of the aforesaid period, may not be considered by DFCCIL.
- (d) It is understood that the tender documents have been sold/issued to the tenderer(s) and the tenderer(s) is/are permitted to tender in consideration of stipulation on his/their part, that after submitting his/their tender (subject to the period being extended further), he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to DFCCIL. If 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 DFCCIL.
- (e) The Earnest Money Deposit of the successful Tenderer will be retained towards part of the Security Deposit for the due and faithful fulfillment of the contract in terms of **clause 4.2 of section - 4 i.e. General Conditions of the contract**.
- (f) The earnest money of the unsuccessful tenderer(s) shall, save as herein before provided, be returned

to the unsuccessful tenderer(s) within a reasonable time, but DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (g) DFCCIL reserves the rights of forfeiture of Earnest Money Deposit (EMD) in case of successful tenderers if: -
- i. Does not execute the Contract Agreement within stipulated time: or
 - ii. Does not submit Performance Security in the form of Bank Guarantee of the requisite value within stipulated time: or
 - iii. Does not commence the work within 21 days after receipt of Letter of Acceptance or date as specified in the Letter Acceptance.
 - iv. Withdraws the offer during the period of validity/extended validity.
 - v. When any of the information furnished by the tenderer not found true.
 - vi. If the work is terminated at any stage as per terms and conditions of the contract.
- (h) In case contractor submit Term Deposit Receipt/Bank Guarantee bond towards full Security Deposit, the DFCCIL shall return the earnest money so retained to the contractor.

3.15 In case of two packet bidding DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document of financially lowest bidder being found false, the provisional qualification shall stand withdrawn, and the next higher bidder (L-2, L-3 So on) shall automatically come to the position of such disqualified bidder. EMD of such disqualified tenderers will be forfeited.

3.16 Publishing Single packet or two packet bid is on sole discretion of DFCCIL.

3.17 Each bidder shall submit only one BID.

3.18 Besides the categories mentioned above, DFCCIL may ask the Manpower Services provider to provide other **categories** of staff also on hiring basis. Agency will not refuse it.

3.19 Master copy of tender document available in DFCCIL office will be final.

3.20 Bidder should quote minimum service charge @ 3.85% (floor price) over the advertised tender value. Offer below 3.85% (floor price) of the advertised tender value shall be summarily rejected.

3.21 The bidder should have its office/establishment/agent in Kolkata, preferably in Kolkata or near by cities.

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Section – 4
GENERAL TERMS & CONDITIONS OF CONTRACT

General terms & conditions of contract will form an integral part of the Bid 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 tenders 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:

- (a) The Contract shall mean agreement entered into between DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, 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. Contracts deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (b) The Contractor/ Bidder/Manpower Service Provider 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.
- (c) The Contract value shall mean the sum for which the tender is accepted.
- (d) The Contract time means period specified in the tender document for entire execution of contracted works from the date of notification of award.

4.2 RETENTION MONEY/SECURITY DEPOSIT: The Earnest Money deposited by the successful tenderer with this tender will be retained by the Railways/DFCCIL as part of security deposit for the due and faithful fulfilment of the contract by the Contractor. A Retention amount equal to 10 % of each bill shall be retained till the total security deposit available is 5% of the contract value after adjusting Earnest Money Deposit. The Retention Money, unless forfeited in whole or in part according to the terms and conditions mentioned in the Tender Document, shall be returned to the contractor after 60 days of the satisfactory completion of the contract. No interest is paid on Retention Money. When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be encashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be encashed.

4.3 PERFORMANCE SECURITY:

The successful bidder shall have to submit a Performance Guarantee (PG) equal to 5% of contract value as per the **Annexure VIII** of Tender Document within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day. The penal interest due to late submission of PG shall be deposited by the contractor prior to signing of the contract agreement in the form of Demand Draft/Banker's cheque or through NEFT/Cheque or through NEFT/RTGS. If the contractor fails to submit the requisite interest amount at the time of signing of contract Agreement, the contract is liable to be terminated.

Failure of the Successful Tenderer to furnish the required Performance Security even after 60 days shall be a ground for the annulment of the award of Contract and forfeiture of the EMD. Value of Stamp Paper for

Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act. The Bank Guarantee shall be valid up to 60 days after satisfactory completion of work. In case, contract period is extended, the contractor shall get the validity of Bank Guarantee extended to cover such extended period plus 60 days. Performance Security shall be released 21 days after issue of Performance Certificate against no claim certificate of tenderer.

The value of PG to be submitted by the contractor will not change for variation(s) in the value up to 25% (either increase or decrease), in case, during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% for the excess value over the original contract value shall be deposited by the contractor.

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- a) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- i) A deposit of Cash;
 - ii) Irrevocable Bank Guarantee;
 - iii) Government Securities including State Loan Bonds at 5% below the market value;
 - iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee should be accepted only from Scheduled Commercial Banks as listed in 2nd scheduled of the Reserve Bank of India Act 1934;
 - v) Guarantee Bonds executed or Deposits Receipts tendered by Scheduled Commercial Banks as listed in 2nd scheduled of the Reserve Bank of India Act 1934;
 - vi) Deposit in the Post Office Saving Bank;
 - vii) Deposit in the National Savings Certificates;
 - viii) Twelve years National Defence Certificates;
 - ix) Ten years Defence Deposits;
 - x) National Defence Bonds and
 - xi) FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- b) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

4.4 PAYMENT TERMS:- The DFCCIL shall make a lump sum payment to Manpower Service Provider which shall include: -

- i. Remuneration payable to the outsourced manpower as per schedule which is subject to revision of wages as per clause No.6.13 of Special conditions of Contract (Section-6);
- ii. Service charges/commission payable to the contractor on the schedule;
- iii. GST at applicable rates.

The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider within 15 days against the monthly invoices submitted 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 month regarding submission of statutory payments towards PF, ESI etc. on account of outsourced personnel with the appropriate authorities. The Manpower Service Provider shall make monthly payment of remuneration to the outsourced personnel by 10th day of every month.

- iv. The monthly payments etc to the outsourced personnel shall be made as per accepted rates on or before 10th every month. In case, if 10th day happened to be a holiday as per approved list of holidays of DFCCIL or subsequent days happen to be holiday, payment shall be made on the next working day. The CTC/ remuneration of outsource staff may be kept, keeping in view the guidelines issued from time to time by Govt. of India as per Minimum Wages act 1948. In case the Manpower Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of 'Agency's monthly commissions' are as under :-
- a) For payments etc to the outsourced person within 10th of the following month - Nil
 - b) For payments etc to the outsourced person after 10th and up to 20th of the following month - 25% of the monthly commission of the delayed payment or Rs. 2500/- whichever is higher.
 - c) For payments etc to the outsourced person after 20th of the following month - 50% of the monthly commission of the delayed payment or Rs.5000/- whichever is higher.
- v. Sample of Invoice/Bill format showing various taxes, deduction and net payable amount for monthly payment.

4.4.1 The lump sum amounts payable by DFCCIL to the Manpower Service Provider every month shall include the remuneration payable for the outsourced manpower, the commission payable to the Manpower Service Provider, applicable GST & proportionate cost. The Manpower Service provider on award of work shall submit the breakup of gross pay in various components including statutory provisions. The Manpower Service Provider shall provide details with documentary proof every month regarding submission of statutory payments towards PF, ESI etc. in account of outsourced personnel with the appropriate authorities. The consideration will be paid by DFCCIL to service provider against monthly invoices raised on completion of each month for the services provided, by the service provider. Such payments shall be made after due verification of the receipt of the said invoices subject to simultaneous production of required documents, as reflected below Employer retains the option of asking the Manpower Service Provider to submit additional Document as & when deemed fit and it shall be incumbent upon the Manpower Service provider to ensure immediate compliance. GST shall be reimbursed, as per applicability based on documentary proof. TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amount will be paid to the service provider by DFCCIL on any account whatsoever, unless otherwise specifically agreed to in writing.

The Invoice/Salary Bill should be invariably supported by the following documents:

1. Salary sheet for the month with details of allowances & recoveries,
2. EPF challans,
3. ESI challans/Mediclaim Receipt* (as applicable)
4. Attendance sheet duly signed by the authorized representative of DFCCIL duly attested by authorized signatory of the contractor with seal.
5. Bank Statement as proof of payment to employees,
6. Certificate pertaining regarding compliance of Sharmikkalyan portal
7. Any other documents, if required.

***Note in case of Mediclaim Policies:** In Case of Mediclaim Policies, the Manpower Service provider shall be obliged to submit Premium Receipt within 60 days after Award of Contract along with submittal of the relevant Mediclaim Policy but in case of Mediclaim Policy requiring Monthly premiums, the Monthly Premium receipts shall have to be submitted after submittal of the Mediclaim Policy i.e. submittal to commence from a date within 60 Days of the award of the Contract).

The Manpower Service Provider shall submit the monthly wage bill latest by 15th of the following month. As mentioned above, the aforesaid Monthly Wage bill shall, mandatorily, be, accompanied by proof of remittance of PF, ESI contribution /Mediclaime Policy Premium receipt (Employee and Employer both) with the concerned authorities of the previous month (PF/ESI Challan), for which the wage bill is raised, i.e. the monthly wage bill should be accompanied by PF/ESI Challan of the month, for which the payment is sought, only. In respect of the personnel deployed by the Manpower Service Provider at the offices of DFCCIL, the Contractor shall remit the Provident Fund contribution of the deployed personnel to the PF Office in a separate account so that the names of the personnel deployed at DFCCIL only appears in the PF Challan.

4.4.2 MONTHLY PAYMENT TO THE OUTSOURCED PERSONNEL:

The monthly Payment/Wages to the outsourced personnel to be deployed by this contract shall be made as per rates quoted within the 7 days on receipt of certified attendance sheet from authorized Officers of CGM/ KKK. In case, the any day within the 7 days happens to be a holiday or subsequent day happen to be a holiday, payment shall be made on the next working day. The CTC/ remuneration of Outsourced staff may be kept, keeping in view the guidelines issued from time to time by the Government of India as per Minimum Wages Act 1948. The payment will be linked as per the Biometric Attendance/ Manually recorded Attendance (on daily basis) (as applicable subject to DFCCIL's approval) of outsourced staff duly verified by Officer in-charge. The monthly Payment to the outsourced Personnel shall be entirely independent of the fact whether DFCCIL has released payment to the Manpower Service Provider or not.

4.4.3 Uniform Allowance for Security Guard:-

- i) On each working day, each Security Guard shall be required to come in proper Uniform, as prescribed.
- ii) In this direction, an allowance of INR 4000/- shall be reimbursed by DFCCIL, in the first Wage bill of the concerned Security staff engaged by the contractor which will be repeated after 12 months period on submission of proper certification and documents.

4.5 DURATION OF THE CONTRACT:-

The contract shall be deemed to have commenced from the date of issuance of the letter of acceptance or as specifically mentioned in the acceptance letter and shall be in force for two years.

4.6 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.

4.7. Provision for medium & small enterprises (MSE):

As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, the following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
 - i. District industries Centers
 - ii. Khadi and Village Industries Commission
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation

- vi. Directorate of Handicraft and Handloom
- vii. Any other body specified by Ministry of MSME.

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

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4.8 Definition of MSEs owned by SC/ST is as give below:

- i. In case of proprietary MSE, proprietors (s) shall be SC/ST.
- ii. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- iii. In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.

4.9 All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.

4.10 The above facilities shall not be applicable for the items for which they are not registered.

4.11 The tenderer (s) shall submit photocopy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district Centre where the unit is established.

4.12 Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP.

4.13 Integrity Pact: - 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 proforma 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 bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. A copy of pre contract integrity pact is enclosed as **Annexure-XIV** for signature of bidder as acceptance, as and when Independent External monitor is appointed.

4.14 CONTRACT AGREEMENT and COMMENCEMENT OF WORK

Within 21 days from the Date of Issue of Letter of Acceptance the Successful Bidder will be required to execute the Contract Agreement in the format as per **Annexure-IX** of the Tender Document. Contract Agreement can only be signed after submitting the Performance Bank Guarantee and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

4.15 STATUTORY COMPLIANCES:

The Contractor shall;

- a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
- c) If as a result of any claim arising out of any reasons stated in 2 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then

DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.

- d) The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.

4.16 AUTHORISATION AND ATTESTATION:

Power of Attorney of the person signing the tender documents specific to this work duly attested by Notary Public as per prescribed format at **Annexure-XIII, if applicable as terms and condition of this tender document.**

4.17 VALIDITY OF OFFER:

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

4.18 REJECTION OF TENDER AND OTHER CONDITIONS:

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

4.19 VARIATION: -

Variation in quantities and contract value shall be as per the SOP of DFCCIL and shall be binding on the contractor and same may be collected from DFCCIL website.

4.20 JURISDICTION OF COURTS:

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

4.21 RIGHTS OF DFCCIL:

DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically effecting the core of the contract. In case, there is any issue not covered in these tender conditions, the GCC of Indian Railway will be followed.

4.22 CALCULATION OF HIGHEST VALUE OF WORK UNDER TECHNICAL ELIGIBILITY CRITERIA IN CASE OF TIE- BIDDING i.e. MORE THAN ONE L1.

As per GeM terms & conditions, wherever applicable.

4.23. PLACE OF POSTING OF OUTSOURCED STAFF:

Outsourced staff will be normally posted at DFCCIL/Kolkata office and site offices. It may be changed as per the project requirement of DFCCIL at any time.

Section- 5

5.1 ESSENTIAL QUALIFICATION FOR EACH CATEGORY OF STAFF

S N	Category of staffs	ESSENTIAL & DESIRABLE QUALIFICATION/EXPERIENCE
1	Steno-cum-PA (Skilled)	a) Graduation in any discipline b) Dictation (10 minutes @ 80 words per minutes). c) Transcription (50 minutes-English-on computer). d) MS-Office (Word, Excel and Power Point). e) THREE YEARS relevant experience.
2	Auto CAD Operator (Highly skilled Gr.-II)	a) Graduation in any discipline plus Certificate in Auto CAD operation or ITI in Draftsmanship with knowledge of Auto Cad Operation. b) SEVEN YEARS relevant experience will be Highly skilled category-II. In case of experience 3 years and more but less than 7 years, Highly Skilled Category-I will be paid.
3	Computer and Data Operator (Skilled)	a) Graduation in any discipline. b) MS-Office (Word, Excel and Power Point) c) THREE YEARS relevant experience.
4	Field Man/Office Attendant (Semi-skilled)	At least Secondary School Pass or having working experience in field man and office attendant for minimum three years.
5	Sanitary Worker (Unskilled)	At least Class-VIII Pass and having working experience as Sanitary Worker for minimum One year.
6	Security Guard (Without arms)	At least Secondary School Pass or having working experience in Security Guard for minimum one year.
7	Caretaker (Semi-skilled)	At least Secondary School Pass or having working experience in relevant field for minimum three years.
8	Works Engineer	a) Degree in Civil Engineering b) Minimum 3 years of work experience in the relevant field.
9	Legal Consultant	<p>Candidate should be a law Graduate from a recognized university.</p> <p>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.</p> <p>Desirable requirement: Preference may be given to the following attributes:</p> <p>a) Candidate retires from Railway, Central/State Govt. and Central PSU having experience deal with legal matters, court cases and legal vetting of documents.</p> <p>b) Candidates who are registered with state bar council and authorized to do legal practice before any court with the above eligibility.</p> <p>c) Candidate having post graduate in law or post graduate diploma in addition to above qualification.</p> <p>** (Deployment of a suitable candidate for the post of Legal Consultant always requires prior approval of DFCCIL)</p>

5.2 SCOPE OF SERVICES

5.2.1 STENO-cum-PA

- c) ALL sorts of dictation/typing works carried-out by using the computer with knowledge of M.S. office or any other suitable software.
- d) Proper & effective maintenance of files, documents etc. proper knowledge of office procedures.
- e) Confidential work as assigned by CGM.
- f) Maintaining & updating contract list of various officials required for proper & efficient working of office.
- g) Operation of various office equipment's like photocopier, fax, telephone, printer, EPABX etc.
- h) Dispatch and receipt of files, letters etc. to and from various Railway offices including.
- i) Any other office work as assigned by DFCCIL in connection with smooth functioning of the office.

5.2.2 AutoCAD OPERATOR

- a) All sorts of works using AutoCAD like preparation of drawings, yard plans, GADs, L- Section etc.& the printing of same on plotter.
- b) All sorts of typing work usually carried-out by using the computer with knowledge of M.S. Word /Excel or any other suitable software in English/ Hindi, maintenance of files/documents and other relevant works as & when required by different sections of DFCCIL.
- c) Movement and maintenance of drawings, within the office, outside DFCCIL Office including Railway and other offices as directed by DFCCIL officials.
- d) Creation & updation of data of all drawings and safe keeping of the same.
- e) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

5.2.3 COMPUTER and DATA ENTRY OPERATOR

- a) All sorts of typing work usually carried-out by using the computer with knowledge of M.S. Word /Excel or any other suitable software in English/Hindi, maintenance of files documents and other relevant works as & when required by different sections of DFCCIL.
- b) Proper document storage record creation & updating of data as assigned and safe keeping of the same.
- c) Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL office including Railway and other offices and other offices as directed by DFCCIL officials.
- d) Operation of various office equipment's like Photocopier, Fax, Telephones, Printer, EPABX etc.
- e) Dispatch & Receipt of files, letters etc. to and from various Railway offices including various State / Central Govt. offices.
- f) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

5.2.4 OFFICE ATTENDANTS/FIELD MAN

- a) Dusting of furniture and equipment's in the entire office building regularly.
- b) Attending to office door bells.
- c) Outstation movement for carrying important letters, files, drawings etc. with or without accompanying DFCCIL officials.
- d) Delivering the office dak/letters/papers and documents to various Government /Non-Government offices in Kolkata & any other place as directed by DFCCIL, officials.
- e) Assisting field survey in connection with land acquisition and other works.
- f) Ensure the offices, reception room, and boardrooms are kept neat.
- g) Photocopying/Binding of office documents as and when required.
- h) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

5.2.5 SANITARY WORKER

Cleaning/sanitation work for office and rest house. Staffs shall be responsible for cleaning/sanitation of all the floors of the building, circulation area, common area of the building. The following cleaning services will be done daily from Monday to Saturday at regular intervals so that the areas covered under the contract remain spick and span all the time. For Cleaning materials/items and machines/equipment sect as required for the work will be supplied by DFCCIL. Cleaning, sweeping, mopping and wiping of floors, railings, staircase, corridors, pantry, toilets, meeting room, chambers, rooms, workstation etc. On the morning at 7:30 a.m. so as to complete before 09:15 a.m. The wet mopping of floors, corridors should be carried out at least thrice a day with phenyl/disinfectant.

5.2.6 CARETAKER

- a) Upkeep and cleaning of rest house including furniture equipment etc.
- b) Cooking & serving of food, snacks, tea/coffee, meals etc.
- c) Linen (bed sheets, pillow cover, blankets etc.) management.
- d) Maintenance of logbook and operation of equipment, facilitating sanitation, maintenance and repair activities of Rest House.
- e) Any other work assigned by DFCCIL authorities.

5.2.7 SECURITY GUARDS

- a) Monitor the authorized entrance and departure of employees, visitors, and other persons to guard against theft and maintain the security of premises.
- b) Security guards will ensure round the clock security, watch & ward of CGM Office premises including holidays with provision of emergency reliever.
- c) Write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- d) Call police or fire departments in cases of emergency, such as fire or presence of unauthorized persons.
- e) Answer telephone calls to take messages, answer questions, and provide information during non-business hours or when switch board is closed.
- f) Inspect and adjust security systems, equipment, and machinery to ensure operational use and to detect evidence of tampering.
- g) The agency should provide uniform to every security guard on Fresh security guards shall be deployed in each designated locations.
- h) The contractor shall furnish the names, addresses and photographs of the security guards posted in the premises of DFCCIL with I-card issued by agency, and it should be also ensuring when any change in security guard personnel.
- i) Both the main gate should be manned round the clock and keep the gate closed and locked during the night.
- j) The security guard should maintain record (register) for each and every entry and exit of outside persons and vehicle.
- k) Security Guards should be well behaved and always alert.
- l) The Security personnel should keep details of the personnel engaged by the services provider/agency. Proper record of entry and exit of these personnel should also be kept.
- m) The Security Firm/agency should ensure proper supervision of the security guard every day and apprise the DFCCIL with a proper security information management report.

5.2.8 WORKS ENGINEER

- a) Supervision of Geo-technical survey, checking of land plan, conducting JMS work.
- b) Coordination with State , IR and other Govt. authorities.
- c) Supervision of different types of contractual work, preparation of site sketch etc.
- d) Any other work assigned by DFCCIL authorities.

5.2.9 LEGAL CONSULTANT

- a) The Consultant Legal will be required to handle court in the courts.
- b) Giving oral and written opinion on issues relating to the business of DFCCIL which are referred to them.
- c) Legal vetting of tenders, contracts, documents related to the transaction of business of DFCCIL and referred to them by the DFCCIL.
- d) Drafting of legal documents in connection with the business of DFCCIL.
- e) Participation in discussion/conference on behalf of DFCCIL and with their clients.
- f) Any other work assigned by DFCCIL in connection with legal matter.

Section - 6

SPECIAL CONDITIONS OF CONTRACT

6.0 OBLIGATION OF MANPOWER SERVICE PROVIDER

6.1 In terms of Railway Board's letter No. 2018/CE-I/CT/4 dated 17.10.2018, Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 & 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website "www.shramikkalyan.indianrailways.gov.in". Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on Shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

6.2 While processing payment of any "On Account bill" or "Final bill" or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' tillMonth, year.

(Ref.: Railway Board's letter No. 2018/CE-I/CT/4 dated 17.10.2018)

6.3 PAYMENT TERMS: Please see clause 4.4.1 of section - 4.

6.4 MONTHLY PAYMENT TO THE OUTSOURCED PERSONNEL-
Please see clause 4.4.2 of section - 4.

6.4.1 ALLOWANCE -

Please see clause 4.4.3 of section - 4.

6.5 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 provided that Cost to the Company does not increase.

6.6 OBLIGATION OF MANPOWER SERVICE PROVIDER-

- i. The Manpower Service provider shall, as and when so requested by DFCCIL, will provide, at the agreed rates, the qualified and experienced outsourced manpower as per the laid down essential qualification & experience requirement at the DFCCIL's premises, or any other office of DFCCIL, as may be required by DFCCIL. The minimum essential qualification/skills/experience of outsourced personnel is given at Section-5 of the Bid document.
- ii. It shall be the responsibility of the Manpower Service Provider to employ only adult workers upto the age of 65 years with sound health whose antecedents have been thoroughly verified, including character and police verification.
- iii. It shall be the responsibility of the Manpower service Provider to undertake written/skill test and interview and verify the qualification/experience of the outsourced manpower. DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower by way of screening / Interaction, as deemed fit, prior to induction. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the service of such Manpower immediately and shall provide suitable replacement within 05 days time.
- iv. If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 10 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 10 days of such communication, the Manpower Service Provider shall provide a equally or better qualified replacement to the acceptability of the DFCCIL, latest, within 07 Working Days time period after 10 days of communication by DFCCIL. In case the replacement is not done in said 07 days time, penalty will be charged as per para 6.12 and 4.4 (iv).
- v. 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, Workman's Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc., and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. The Manpower Service Provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance, if any.
- vi. The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the standards required by DFCCIL.
- vii. 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 upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- viii. The Manpower Service Provider shall decide the modus operandi as to engage workers by them rendering proper and efficient services and to conform to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letter (s) issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/ functions and summary of fulfillment of essential criteria.

- ix. The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s). Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Manpower Service Provider.
- x. No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider.
- xi. 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.
- xii. 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.
- 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 contract basis through outsource agency and do not confer any right of employment upon DFCCIL directly or indirectly.
- xv. The service provider has to provide photo identity cards to the persons employed by it for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. The service provider shall ensure proper conduct of these persons in office premises, and enforce prohibition of consumption of alcoholic drinks, Paan, Smoking, Loitering without work and gambling.
- xvi. 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.
- xvii. 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.
- xviii. 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.
- xix. 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 with the workers engaged by Service Provider. However, in no circumstances the actual disbursement shall be less than the agreed amount.
- xx. The Manpower Service Provider shall not terminate the services of hired Manpower unilaterally. In case any hired manpower is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- xxi. If an outsourced Secretarial and Support Manpower deployed is absent on a particular day or comes late/leaves early the extant instructions prevailing in the Company in this regard and as modified from time to time will be applicable regarding marking of absent/deduction of leave. However, no habitual late comer or early goer would be allowed to work and it will be the responsibility of the Manpower service provider to provide a substitute.
- xxii. If a worker proceeds on long leave or leaves the job, it will be the responsibility of the manpower service provider to provide a substitute immediately. In case substitute is not provided, deduction of charges will be made on a pro-rata basis from the monthly bills.

- xxiii. The Manpower Service Provider shall ensure that they and its Secretarial and Support Manpower engaged in DFCCIL shall maintain absolute confidentiality with regard to the information regarding DFCCIL, its premises, client's business, assets and shall not divulge or make known to third parties and trust, accounts, matters or transactions pertaining to DFCCIL which may in any way come to their knowledge. The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the duties and obligations of the Contractor shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain. Any loss caused to DFCCIL on failure to comply this provision, shall be indemnified by contractor. This clause shall subsist even after the expiry of the contract agreement.
- xxiv. If any accident occurs with any worker of the contractor while doing his job, the DFCCIL will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the contractor.
- xxv. The Manpower Service Provider shall provide and maintain comprehensive and adequate insurance cover to the outsourced personnel for sickness, accident, disability, death etc., who are not covered under ESI. For such outsourced personnel, the Manpower Service Provider shall take Group Accidental Insurance Policy of Rs 10 Lacs and Medclaim Policy of Rs 2 Lacs to provide adequate coverage /protection, to each of the engaged (under this Contract & as applicable in terms of this Contract) Personnel, for the entire Contract Period. In case of extension of contract, manpower service provider shall provide and maintain comprehensive and adequate insurance cover to the outsourced personnel for the extended period of contract also.
- xxvi. In case of Female outsourced employees whose monthly wages is more than Rs. 21,000/ (maximum wage ceiling limit of ESIC) are not covered under ESIC and not entitled for maternity benefit, the maternity leave (ML) in line with ESIC will be given by manpower service providing agency. She will be paid full basic monthly pay after she joins the duty after Maternity Leave and payment of wages will be reimbursed by DFCCIL to the Agency on submission of bills along with documentary proof. The Manpower Service Provider shall select the best & economical Insurance Provider amongst the equally/similarly placed Insurance providers with the sole objective of getting the optimal coverage for the least Premium. Within the 30 Days of the award of the contract, the Manpower Service provider shall submit, a comparative statement, along with documents (in support) e.g. quotes from respective Insurance providers, showing Coverage, applicable riders e.g. In Case of Medclaim policy the exclusions etc, and the quoted (by the respective Insurance providers) annual Premium, to the DFCCIL for consideration and approval. The applicable premium in respect of these policies will be reimbursed by DFCCIL on production of Authenticated Receipts from Insurance Providers. Fixed Commission/Service Charge as per price bid will be payable on premium so paid to the Insurance Agency. Within sixty Days of the award of the Contract, The Manpower Service Provider shall submit to DFCCIL the copies of such policies and their renewal receipts, DFCCIL shall retain the option of inspecting the original Policy Document & subsequent Renewal Slips as & when required and so requested with Manpower Service provider ensuring immediate compliance and It shall keep the policies running during the currency of the contract period.
- xxvii. Deleted.
- xxvii. The Manpower Service Provider have to provide appointment letter, photo identity cards, ESI Card/Medclaim Cards, Pay-slip of each month to the manpower deployed to DFCCIL on outsourced basis.

6.7 LEAVE:

- a. Each employee to be given one full pay leave per month which can be carry forward subject to maximum 03 days in a calendar year (the sanctioning of the leave. will be decided by DFCCIL Reporting Officer. In case prior approval is not taken for leave, it will be considered as

unauthorized absence and penalty will be imposed as per para 4.4 (iv) & 6.12). the unavailed leave will be lapsed after every year from the date of commencement of the contract and cannot be carry forwarded and cannot be encashed.

- b. The Manpower Service Provider shall not terminate the services of hired Manpower unilaterally. In case any hired manpower is proposed to be replaced/terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- c. If an outsourced Manpower deployed is absent on a particular day or comes late/leaves early the extant instructions prevailing in the Company in this regard and as modified from time to time will be applicable. However, no habitual late comer would be allowed to work and it will be the responsibility of the Manpower service provider to provide a substitute.
- d. If a worker proceeds on long leave or leaves the job, it will be the responsibility of the manpower service provider to provide a substitute immediately. In case substitute is not provided, deduction of charges will be made on a pro-rata basis from the monthly bills.
- e. One day's leave shall be permissible to the hired personnel in a month. If a personnel remains absent beyond the period of one day in a month/national holidays (subject to carry forwarded leave of the personnel is nil), pay may be deducted on pro rata basis, if a substitute is not provided for that period of absence. The facilities including leave etc. are required under various legal provisions shall be so adjusted by the outsourcing agency that the CTC does not increase.

6.8 SCOPE OF SERVICE -

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

6.9 VARIATION -

Variation in quantities and contract value shall be as per the SOP of DFCCIL and shall be binding on the contractor and same may be collected from DFCCIL website.

6.10 INCOME TAX -

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. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

6.11 GST -

GST as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law on submission of Tax invoice as per provisions of GST Act. The manpower service provider shall be responsible for timely deposit of GST to relevant Authorities. Any loss/default to DFCCIL on account of non-compliance of provisions of GST Act by the manpower service provider shall be indemnified by the manpower service provider. GST shall be reimbursed, as per applicability, based on documentary proof.

6.12 PENALTY-

6.12.1 Penalty is to be imposed as per para 4.4 (iv) for late payment to the outsourced staff.

6.12.2 Penalty for an amount of Rs. 500/-, depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

- a. Frequent absence of outsourced staff.
- b. Any undisciplined behavior by the outsourced staff.

- c. Discourteous behavior towards any officer or staff of DFCCIL.
- d. Not carrying out the duties listed in the scope of work in a satisfactory manner.
- e. Damage or theft of any asset or property of DFCCIL or officers and staff of DFCCIL.
- f. If any worker deployed by the agency in DFCCIL indulges in theft or any illegal/irregular activities, misconduct, the agency will take appropriate action as per law and rules against the erring worker in consultation with and inform DFCCIL the action taken against the erring worker.

6.12 Relation between manpower service provider and DFCCIL:

- (a) The agency shall be the principal employer of the workman and any other staff deployed by it in the DFCCIL and in no case there shall be a relationship of Employer and Employee between the DFCCIL and the said manpower.

- (b) The manpower employed by the Agency shall have no right, whatsoever, for any appointment in the DFCCIL in temporary/ adhoc/ daily wages/ regular capacity on the basis of their work in the DFCCIL.

Note: Officer-in-charge/Engg. or any other authorized officer of DFCCIL would be the competent Authority to decide the penalty amount and approve the penalty.

- (c) The Manpower Service provider shall, if and when so requested by DFCCIL, will provide the outsourced manpower for any other office of DFCCIL/Kolkata, as may be required by DFCCIL, at the same rates. The essential skills/experience and the tentative number of outsourced personnel and scope of services is given in Section-5 of the Bid document.

- (d) It shall be the responsibility of the Manpower service Provider to verify the skills/experience of the outsourced manpower. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within 05 days.

- (e) If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 10 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 10 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 05 days.

- (f) 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, Works man 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. In the event of non- compliance of the same, the Manpower service provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.

6.13 As per DFCCIL's policy, the present rate of CTC for different categories of outsourced staff is as under:

Salary Structure 'A' , 'B' & 'C' Class Cities-Calculation of CTC based on minimum wages/day

SN	Class of city	Location	Category of Outsourced Personnel	Minimum wages/Day	Monthly Basic Wage	PF @13% (Employer contribution on Monthly Basic)	ESIC @3.25% (Employer contribution on Monthly Basic)	Bonus @8.33% (Monthly Basic)	Non-Statutory Bonus @8.33% on Monthly Basic Wages or on Rs.21000/- whichever is less till such time the ceiling of Bonus Rs. 21,000/- is revised by the Govt.	Fixed Allowance	Gross Monthly CTC in Rs.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1	A	Kolkata	Stenographer cum PA with 3 years of experience	981	25506	1950	*	...	1749		29205	
2	A	Kolkata	Autocad operator with 7 years experience	1065	27690	1950	*	...	1749	4154	35543	Fixed Allowance Rs. 4154/- @15% of monthly basic wages
3	A	Kolkata	Data Entry operator/Office Assistance/Computer Operator	981	25506	1950	*	...	1749		29205	
	B	Asansol		893	23218	1950	*	...	1749		26917	
	C	Bardhaman		760	19760	1950	642	1646			23998	
4	A	Kolkata	Office Attendant	893	23218	1950	*	...	1749		26917	
	B	Asansol		760	19760	1950	642	1646			23998	
	C	Bardhaman		632	16432	1950	534	1369			20285	
	C	Rafiganj		632	16432	1950	534	1369			20285	
5	A	Kolkata	Field Man	893	23218	1950	*	...	1749		26917	
	B	Asansol		760	19760	1950	642	1646			23998	

	C	Bardhaman		632	16432	1950	534	1369			20285	
6	A	Kolkata	House Keeping (Sanitary Worker)	805	20930	1950	680	1743			25304	
7	A	Kolkata	House Keeping (Caretaker)	893	23218	1950	*	...	1749		26917	
8	A	Kolkata	Security Guard	981	25506	1950	*	...	1749		29205	
	B	Asansol		893	23218	1950	*	...	1749		26917	
	C	Bardhaman		760	19760	1950	642	1646			23998	
9	A	Kolkata	Legal Consultant		53500					3250	56750	5% extra after one year completion of service. Fixed allowance i.e. mobile and conveyance allowance.
10	A	Asansol	Works Engineer		53500					3250	56750	
	B	Bardhaman			53500					3250	56750	

Ref: (i) Ministry of Labour and Employment's order no. no. 1/6(1)/2025-LS-II dated 28.03.2025

(ii) EPFO Circular No. Actuarial/18(2)2008/Vol.III dated 24.08.2014.

Note: (i) The guidelines/circulars issued by the Ministry of Labour and Empowerment and the other relevant Govt. Departments from time to time and would be issued in future will also be applicable.

(ii) The Sanctioned strength of Outsourced staff of any category may be increased/decreased as per the administrative need.

(iii) In case of monthly wages is more than Rs. 21,000/-, which is not covered under Bonus Act, 1965, non- statutory Bonus@8.33% will be applicable as mentioned in column No. 10.

* The Manpower Service Provider shall provide and maintain comprehensive and adequate insurance cover to the outsourced personnel for sickness, accident, disability, death etc. who are not covered under ESI. For such outsourced personnel, the Manpower Service Provider shall take Group Accidental Insurance Policy of Rs. 10 Lacs and Mediclaim Policy of Rs. 2 Lacs. The applicable premium in respect of these policies will be borne by DFCCIL. Fixed Commissions/Service Charge as per price bid will be payable on premium so paid to the Insurance Agency. The Manpower Service Provider shall submit to DFCCIL the copies of such policies and their renewal receipts and shall keep the policies running during the currency of the contract period.

Note: 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 by the Manpower Service Provider and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of India for minimum wages (for various category of workers) is effective from 1st April'2025 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

6.14 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 upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.

- 6.15 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.
- 6.16 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.
- 6.17 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.
- 6.18 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).
- 6.19 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.
- 6.20 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 authorized representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- 6.21 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.
- 6.22 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.
- 6.23 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.
- 6.24 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.
- 6.25 DFCCIL reversed the right to scrap any post mentioned in the schedule of quantity as & when required without any financial burden on either side. Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 6.26 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.

- 6.27 Manpower Service Provider shall provide identity cards to all outsourced personnel deployed in DFCCIL bearing their photographs at its own cost.
- 6.28 The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation.
- 6.29 The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by him.
- 6.30 **Age bar: Manpower Service Provider shall ensure that all outsourced personnel deployed in DFCCIL should be 18 years to 65 years of age at the date of joining. Beyond 65 years of age none staff shall be deployed.**
- 6.31 The manpower service provider who will be awarded with the job should either have office at Kolkata already functioning or should setup office at Kolkata within 01 month of issue of LOA.

6.32 TERMINATION OF CONTRACT-

In case the services of the Manpower service provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL by giving one month's notice. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Manpower Service Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement. Unsatisfactory service in this case would be frequent absence or poor attendance of outsourced staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behavior by the outsourced staff, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

6.33 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.

6.34 FORCE MAJEURE-

- (i) For the purpose of the contract, "Force Majeure" means and event which beyond the reasonable control of a party which make agencies performance of its obligation under the contract impossible or so impractical as to be considered impossible under the circumstances.
- (ii) The failure of a party to fulfill any of its obligation under the contract shall not be considered to be breach of, or default under the contract in so far as such inability arises from an event of force majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measure in order to carry out the terms and condition of this contract and has informed the other party as soon as possible about the occurrence for Force Majeure.

6.35 INDEMNITY-

The Manpower Service Provider shall indemnify and hold harmless to DFCCIL and its 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.

6.36 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.

6.37 TYPES OF PAY STRUCTURE-

Deleted.

6.38 Wages to the outsourced personnel shall be provided as per Minimum Wages Act, 1948 and latest notification issued in this regard. In case of any statutory increases in wages of Labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum wages Act from time to time, payment of wages to the personnel deployed should be revised accordingly by the Manpower Services Agency (Contractor) and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of NCT, Delhi and Ministry of Labour and Employment, Govt. of India for minimum wages (for various categories of workers) is effective from 1st Oct'2024 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

6.39 Police Verification - Police verification to be done by the contractor and to be submitted to this office within 15 days from the start of work. If any staff found indulge in any miscreant activity as per police record, same should be immediately removed from service as outsourced staff in DFCCIL and replacement for same should be provided within 3 days.

6.40 RESOLUTION OF DISPUTES & ARBITRATION -

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

डेडीकेटेड फ्रेट कोरीडोर

FINANCIAL BID

Section – 7

7.0

Chief General Manager/Kolkata

Dedicated Freight Corridor Corporation of India Limited

Bidhannagar, Kolkata West Bengal 700064

Telephone No. 91-33-23590322 and E-mail-dfcc.kolkata@gmail.com

Sub: "Engagement of Auto Cad Operator, PA cum Steno, Computer Operator, Office Attendant, Security Guard, Housekeeping staff, Legal Consultant & Works Engineer at CGM/KKK's office, Rest house at Kolkata and Camp offices under the jurisdiction of CGM/Kolkata/DFCCIL."

Sir,

We are submitting our rates for providing of man power services as per details given as under:

SCHEDULE OF QUANTITIES

SN	Class of city	Location	Category of Outsourced Personnel	No. of Manpower	Manmonth for 2 years	Gross monthly Salary	Amount for 2 years (In Rs.)
1	A	Kolkata	Stenographer cum PA with 3 years of experience	1	24	29205	700920
2	A	Kolkata	Autocad operator with 7 years experience	1	24	35543	853020
3	A	Kolkata	Data Entry operator/Office Assistance/Computer Operator	3	72	29205	2102760
	B	Asansol		1	24	26917	646008
	C	Bardhaman		1	24	23998	575957
4	A	Kolkata	Office Attendant	4	96	26917	2584032
	B	Asansol		1	24	23998	575957
	C	Bardhaman		1	24	20285	486836
	C	Rafiganj		1	24	20285	486836
5	A	Kolkata	Field Man	2	48	26917	1292016
	B	Asansol		2	48	23998	1151914
	C	Bardhaman		2	48	20285	973672
6	A	Kolkata	House Keeping (Sanitary Worker)	2	48	25304	1214577
7	A	Kolkata	House Keeping (Caretaker)	2	48	26917	1292016
8	A	Kolkata	Security Guard	2	48	29205	1401840
	B	Asansol		2	48	26917	1292016

	C	Bardhaman		2	48	23998	1151914
9	A	Kolkata	Legal Consultant	1	24	56750	1362000
10	B	Asansol	Works Engineer	2	48	56750	2724000
	C	Bardhaman		2	48	56750	2724000
Sub Total-A							25592291
Minimum service charges on (A) @3.85% (inclusive of GST @ 18% on service charge).							985303
GST @ 18% on (A)							4606612
Grand Total							31184206
(Rupees Three Crore Eleven Lakh Eighty Four Thousand Two Hundred and Six only)							
Ref: (i)Ministry of Labour and Employment's order no. no. 1/6(1)/2025-LS-II dated 28.03.2025 (ii)EPFO Circular No. Actuarial/18(2)2008/Vol.III dated 24.08.2014.							
Note: (i) The guidelines/circulars issued by the Ministry of Labour and Empowerment and the other relevant Govt. Departments from time to time and would be issued in future will also be applicable. (ii) The Sanctioned strength of Outsourced staff of any category may be increased/decreased as per the administrative need. (iii) Outsourced staff will be covered under Medical Insurance as per para 7.4 (Group Medical Insurance) of Special Condition of Contract.							

Estimated value of the schedule for the period of two year= Rs. 3,11,84,206/- including GST.

The bidder shall indicate his administrative Charges in % age above, on overall cost (Rs. 3,11,84,206/- As per SCHEDULE OF QUANTITIES).

Note: -

- (i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below inclusive of PF and ESI and other applicable statutory obligations.
- (ii) The Bidder/tenderer quoting the rates for individual items will be disqualified.
- (iii) The Bidder/tendered is required to quote the administrative charges rate.
- (iv) In case of discrepancy, administrative charges rate quoted in words shall prevail.
- (v) Salary mentioned in SCHEDULE OF QUANTITIES is maximum salary to be paid to manpower of different categories. (Inclusive of PF and ESI).
- (vi) Provide the salary slip every month to the employees through e-mail.
- (vii) DFCCIL reserved the right to operate additional posts if any of the schedule items as & when required within variation limit.
- (viii) DFCCIL reserved the right to scrap any post mentioned in the schedule of quantity as & when required without any financial burden on either side.
- (ix) GST as applicable rates will be paid extra.
- (x) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
- (xi) Besides the categories mentioned above, DFCCIL may ask the Manpower Service Provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission. The bidder must quote their commission in terms of percentage on SCHEDULE OF QUANTITIES in the Financial Bid. This percentage shall be applicable on each item of the schedule uniformly.
- (xii) The sanction of staffs in above-mentioned categories is being accorded by competent authority in DFCCIL. The nos. of staffs indicated in "Schedule of Quantities" is indicative and their deployment is subject to the sanction of competent authority in DFCCIL. The numbers of staffs in different categories, as mentioned in the **SCHEDULE OF QUANTITIES**, shall be deployed as per the requirement of DFCCIL.
- (xiii) Uniform to be supplied to the Security Guard only:
 - i) 02 sets of full sleeves shirts and Trousers for summer.
 - ii) 02 sets of full sleeves shirts and Trousers for winter.

- iii) 02 pairs of shoes
- iv) 01 woolen full sleeves sweater.
- v) 01 woolen coat.

The above articles shall be provided by manpower services agency (contractor) and following reimbursement shall be done to the Manpower Services Agency (Contractor) by DFCCIL.

7.1 TRAVELLING & OTHER ALLOWANCE:

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

7.1.2. The Numbers of staff required shown above is purely tentative and the same may increase/decrease as per actual requirement of DFCCIL.

7.1.3 The Gross Pay (Maximum) shown above are indicative only. Actual Gross Pay to be paid to deployed staff would be decided by DFCCIL based on competency of staff (subject to Maximum Amount given in Financial Bid). Commission/Service Charges accepted by DFCCIL would be payable on the Gross Pay.

7.1.4 Besides the categories mentioned above, DFCCIL may ask the Manpower Servicer Provider to provide other categories of staff also, on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement, and the services will be provided at the accepted percentage commission of this tender.

7.2 Working hours -The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays.

7.3 TA/DA entitlements: -

a. Travelling Allowance -

- i. Actual Fare of the Bus/Train (Sleeper Class) shall be reimbursed for local as well as outstation travel, subject to the production of Tickets. For local movement conveyance charges will be paid @ Rs. 5.00 per Km subject to minimum 2.5 Km (Rs. 12/-). This shall be based on self-declaration of the staff.
- ii. Daily Allowance - DA shall be admissible at the rate of Rs. 300/- day. Daily allowance may be drawn for broken period of a "Day" i.e. 30% for absence from HQ for less than 6 hours and 70% for absence from HQ for 6 hours and more but less than 12 hours duration and 100% for absence for above 12 hours duration.
- iii. Night Stay & Night Travel Charges -

a) For Office Assistant/Computer operator, PA, CAD Operator (on out of HQ)

SN	Rates	For Metro cities	For other than Metro Cities
		For stay more than 6 hrs. between 10 pm to 06 am (in Rs.)	For stay more than 6 hrs. between 10 pm to 06 am (in Rs.)
1	Night Stay	600	420
2	Night Travel charges	240 For journeys performed more than 4 hrs between 10 pm to 06 am.	

b) For Office Attendants (on out of HQ)

SN	Rates	For Metro cities	For other than Metro Cities
		For stay more than 6 hrs. between 10 pm to 06 am (in Rs.)	For stay more than 6 hrs. between 10 pm to 06 am (in Rs.)
1	Night Stay	360	300
2	Night Travel charges	180 For journeys performed more than 4 hrs. between 10 pm to 06 am.	

- iv. TA/DA for Works Engineer & Legal Consultant will be as per entitlement for E2 category of DFCCIL. No separate night stay charges or night travel charges is allowed for Works Engineer & Legal Consultant .

Note :

TA/DA shall be paid by the service provider directly to the outsourced staff and DFCCIL authority shall reimburse the amount of TA on submission of documents duly checked & verified by authorized representative of DFCCIL.

7.4 Group Medical Insurance:

Outsourced Manpower provider will arrange group medical insurance for Outsourced staff (not covered in ESIC) and cost of premium of insurance shall be paid by DFCCIL. Commission/Service Charge as per price bid will be payable on premium which is paid to the Insurance Agency.

In Case of Medclaim Policies, the Manpower Service provider shall be obliged to submit Premium Receipt within 60 days after Award of Contract along with submittal of the relevant Medclaim Policy but in case of Medclaim Policy requiring Monthly premiums, the Monthly Premium receipts shall have to be submitted after submittal of the Medclaim Policy i.e. submittal to commence from a date within 60 Days of the award of the Contract.

The Manpower Service Provider shall provide and maintain comprehensive and adequate insurance cover to the outsourced personnel for sickness, accident, disability, death etc., who are not covered under ESI. For such outsourced personnel, the Manpower Service Provider shall take Group Accidental Insurance Policy of Rs 10 Lacs and Medclaim Policy of Rs 2 Lacs to provide adequate coverage / protection, to each of the engaged (under this Contract & as applicable in terms of this Contract) Personnel, for the entire Contract Period.

In case of Female outsourced employees whose monthly wages is more than Rs. 21,000/ (maximum wage ceiling limit of ESIC) are not covered under ESIC and not entitled for maternity benefit, the maternity leave (ML) in line with ESIC will be given by manpower service providing agency. She will be paid full basic monthly pay after she joins the duty after Maternity Leave and payment of wages will be reimbursed by DFCCIL to the Agency on submission of bills along with documentary proof.

The Manpower Service Provider shall select the best & economical Insurance Provider amongst the equally/similarly placed Insurance providers with the sole objective of getting the optimal coverage for the least Premium. Within the 30 Days of the award of the contract, the Manpower Service provider shall submit, a comparative statement, along with documents (in support) e.g. quotes from respective Insurance providers, showing Coverage, applicable riders e.g. In Case of Medclaim policy the exclusions etc., and the quoted (by the respective Insurance providers) annual Premium, to the DFCCIL for approval.

The applicable premium in respect of these policies will be reimbursed by DFCCIL on production of Authenticated Receipts from Insurance Providers. Commission/Service Charge as per price bid will be payable on premium so paid to the Insurance Agency. Within 60 Days of the award of the Contract, The Manpower Service Provider shall submit to DFCCIL the copies of such policies and their renewal receipts, DFCCIL shall retain the option of inspecting the original Policy Document & subsequent Renewal Slips as & when required and so requested with Manpower Service provider ensuring immediate compliance and it shall keep the policies running during the currency of the contract period.

[Performa for Experience Certificate on the letter head of the issuing department]

M/s..... has provided housekeeping /manpower services to this department/Organization.

The details are as under: -

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of service/ work as per contract:
6. Actual date of completion of work/service:
7. Total value of work/service during the contract period:

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

Note: Supporting documents to be attached.

Performa for Affidavit [on the letterhead of the bidder]

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

Signature of Proprietor/Director/Partner

With official stamp

डेडीकेटेड फ्रेट कोरीडोर

Check List for Documents to be submitted by the Bidder

S. No.	Documents to be Attached	Tick Yes/No
1.	Proof of Earnest Money Deposit (EMD)/Bid security	
2.	The Covering Letter as per format given in the Section 2 .	
3.	(i) An experience certificate issued by the concerned authorities (Govt. Department /PSU of Govt. of India or State Govt.) along with the Proforma given in Annexure-V of the Tender Document (ii) The relevant documents and certificates from the client as per Annexure- I .	
4.	Power of Attorney of the person signing the tender documents specific to this work duly attested by Notary Public as per prescribed format at Annexure-XIII, if applicable as per terms and condition of this tender document .	
5.	Complete Tender document duly stamped and signed by the Tenderer on each page.	
6.	Copy of Registration Certificate for Contract Labour (Regulation and Abolition) Act 1970, ESI & EPF.	
7.	Copy of Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970.	
8.	Copy of GST No, PAN Card & Aadhaar Card.	
9.	Copy of Registration of Company /Firm /Agency, Partnership Deed/Memorandum and Articles of Association of the Company/Firm/Agency.	
10.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-VII .	
11.	Affidavit for not been blacklisted/debarred as per Annexure-II .	
12.	Details of Contractual Payment Received in Last Three Financial Years and Copy of Audited Balance Sheets for Three Financial Years along with Annexure-VI Certified by a Chartered Accountant. However in case of balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for Total Contract Amount .	
13.	Financial Bid to be filled Online.	



BIDDER 'S GENERAL INFORMATION

Annexure - IV

1.1 Bidder s Name:

1.2 Number of years in operation.....

1.3 Registered Address.....

.....

1.4 Operation address if different from above.....

.....

1.5 Telephone Number.....

(Country)

(Code) (Area Code) (Telephone Number)

1.6 E-mail address & web Site.....

1.7 Telefax Number.....

(Country)

(Code) (Area Code) (Telephone Number)

1.8 ISO certification, if any (if yes, please furnish details).....

1.9 PF/EPF Registration No:.....

1.10 GST No.....

1.11 Pan No.....

1.12 Bank A/C No with Bank IFSC for electronic clearance of the payment: (Seal & Signature of Bidder)

Signature & stamp of the bidder

→ ty

**STATEMENT OF WORKS COMPLETED BY THE CONTRACTOR DURING LAST THREE
FINANCIAL YEARS & THE CURRENT FINANCIAL YEAR**

S N	Name and place of Work	Authority/ Agency/Co mpany for which work was carried out	Date of award & agreement no	Date of completion (Original/ac tual)	Agre emen t cost/ Com pletio n cost (in Rs.)	Scope of work in brief	Sl. No. at which relevant certificat e/docum ent



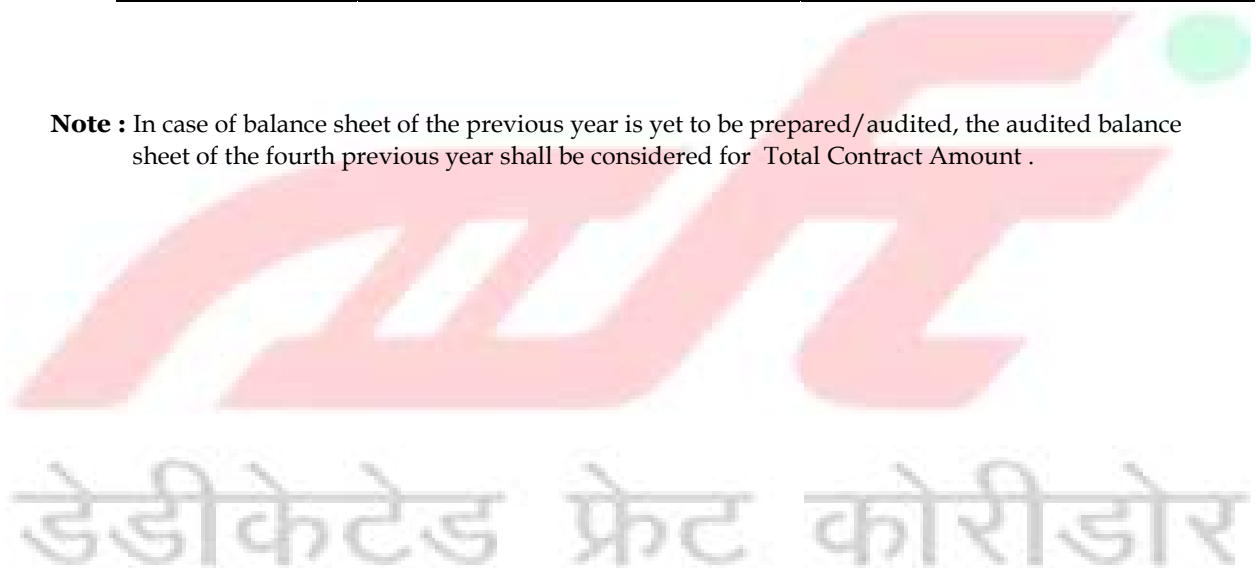
Signature & stamp of the bidder

DFCCIL/KKK

DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEARS

S. No.	Financial Year	Total Turnover (in Rs.)
1		
2		
3		
4		
	Total	

Note : In case of balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for Total Contract Amount .



Signature & stamp of the bidder

DFCCIL/KKK

CONSTITUTION OF THE FIRM/ COMPANY

1. Full name of contractor's firm and year of establishment:

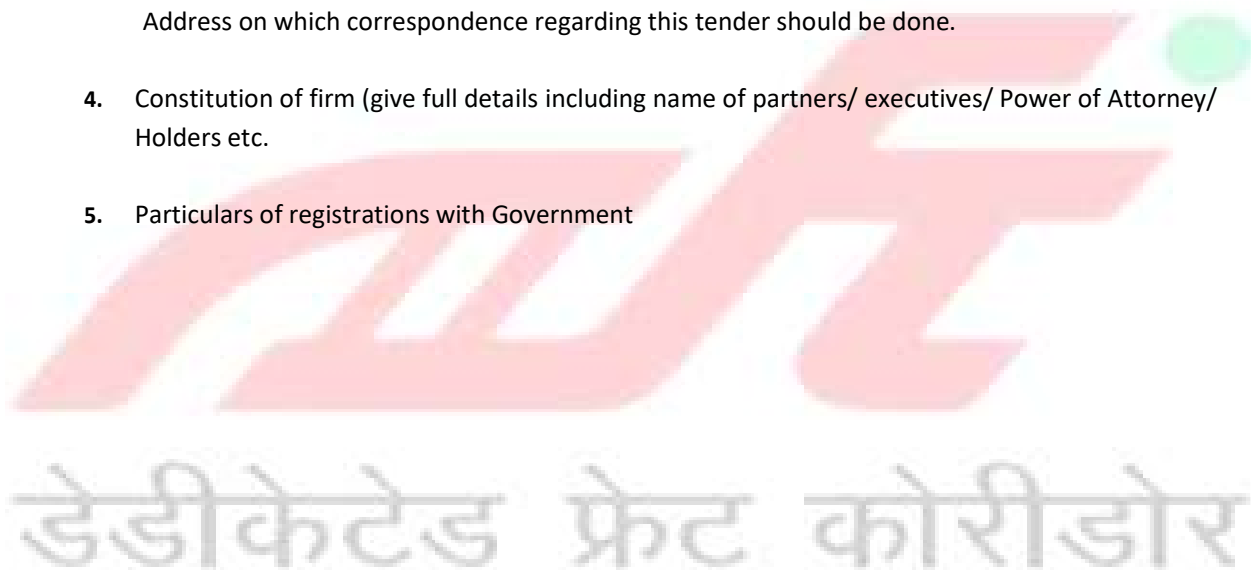
2. Registered Head Office address:

3. Branch offices in India:

Address on which correspondence regarding this tender should be done.

4. Constitution of firm (give full details including name of partners/ executives/ Power of Attorney/ Holders etc.

5. Particulars of registrations with Government



Signature & stamp of the bidder

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SAMPLE

Name of the Bank _____

Managing Director/ DFCCIL Bank Guarantee Bond No. _____

Acting through (Designation Dated_ and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/ DFCCIL acting through CGM/ GM Co-ord., Dedicated Freight Corridor Corporation of India Limited, hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. ____ dated made between ____ (Designation & address of contract signing Authority) and ____ (hereinafter called "the said contractor(s)" for the work ____ (hereinafter called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for Rs. ____ (Rs. only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, under take to pay the Government an amount not exceeding Rs. ____ (Rs. ____ only) on demand by the government.
2. We ____ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Deputy Chief Project Manager/ FINANCE, Dedicated Freight Corridor Corporation of India Limited or CGM/ GM Co-ord, DFCCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ____ (Rs. ____ only).
3. (a) We ____ (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

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

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case maybe on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by

any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto _____ (Date of completion plus 60 days beyond that). Unless extend on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs.

_____ only) unless a demand under this guarantee is made on us in writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.

Dated _____ the day of the for
_____ (indicate the name of Bank)

Signature of Bank Authorize official

(Name):

Designation:

Full Address:

Witness:

Signature & stamp of the bidder



DFCCIL/KKK

SAMPLE AGREEMENT

CONTRACT AGREEMENT

(To be executed on requisite value of stamp papers) AGREEMENT

This agreement is made on this Day of 2025 BY AND

BETWEEN Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its office at Supreme Court Metro Station Building, Pragati Maidan, New Delhi 110001 (hereinafter referred to as "EMPLOYER" which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/s having its office at.....(hereinafter referred to as "the Contractor" which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) OF THE OTHER PART.

WHEREAS: -

1. The Employer is desirous that certain works should be executed by the Contractor viz. Tender 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 in the following order of priority:

- (a) The Contract agreement
- (a) The Letter of Award /Acceptance
- (b) The Preamble & General Instructions to Tenderers
- (c) The Schedules (Bill of Quantities)
- (d) Special Conditions of Contract (SCC)
- (e) General Conditions of Contract (GCC)
- (f) Technical Specifications and Additional Technical Specifications as part of SpecialConditions
- (g) Any other documents forming part of Contract

1. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute



and complete the Works and remedy any defects therein in conformity in all respect with the provision of the contract.

2. The Employer 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.
3. Both the parties shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS

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

(Name, Designation and
address of the Authorized signatory)

(Name, Designation and
address of the Authorized signatory)

Signed for and on behalf of the Contractor in the

Presence of:

Employer in the presence of:

Witness:

1.

2.

Witness:

1.

2.

Name and address of the witnesses to be indicated.

Signature & stamp of the bidder



DFCCIL/KKK

Proforma of No Claim Certificate

I/We Was/Were awarded the work namely

1. The work has been completed and full payment has been made to me/us and in accordance with provisions of work order/agreement.
2. I/We have no other claim against M/s Dedicated Freight Corridor Corporation of India Ltd.
3. I/We have made payments to the labourers & sub-contractors strictly as per labour laws and other rules/laws of land in force. M/s DFCCIL shall not be responsible for any dispute arisen between me/us with labourers & sub-contractors later on.
4. I/We hereby undertake and reiterate that I/We have given this No Claim Certificate with free consent and without any correction as such M/s DFCCIL stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,
Yours Faithfully

(Signature)

Witness:

Name of the Contractor

1. Name
Full address
with date

2. Name
Full address
With date

Note: In case any contractor is not willing to sign this no claim certificate before passing The final bill, then the matter may please be referred to Employer giving comments/reason as to why the contractor is not willing to sign the said no claim certificate. The final bill should only be passed after further instructions from employer.

Signature & stamp of the bidder



DFCCIL/KKK

Real Time Gross Saving (RTGS)/ National Electronic Fund Transfer (NEFT)

(Model Mandate Form)

(Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name

2. Particular's of Bank Account:

A) Name of the Bank:

B) Name of the Branch. Address

Telephone no.

C) RTGS/NEFT IFS Code.

D) Type of the account (S.B. / Current or Cash Credit) with code.

E) Ledger and Ledger folio number.

F) Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Investor/ Customer Date

Certified that the particulars furnished above are correct as per our records. Bank's Stamp

Signature of Bank Authority (With seal)

Signature of the tenderer/s

Signature & stamp of the bidder

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.
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 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/alter/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 the DFCCIL and the tenderer shall have no claims whatsoever. 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 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 credential 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 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. The entire guarantee like Performance guarantee, guarantee for Mobilization advance, Plant and Machineries 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 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 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 partner 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 partners(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 DFCCIL 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 General Conditions of Contract.
14. Evaluation of eligibility of a partnership firm Technical and Financial eligibility of the firm shall be adjusted based on satisfactory fulfilment 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 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 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 in its own name and style.

OR

- b) In case the partnership firm does not full fill 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, tendering firm shall satisfy the full requirements of the financial eligibility criteria.

Format for power of attorney for authorized representative

(Refer para 6 of GCC)

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

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

IN WITNESS WHERE OF WE THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY.

Signature-

Name

Designation-

For (name and registered address of organization

Date

Witnesses: -

(Signature, name and address of witness)

Accepted

Signature

Name

Designation

Address

Date

Notes: -

The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf the Bidder.



PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, 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 or behalf of the President of India.

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

Commitments of the CLIENT

- 1.1** The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour 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 [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

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 disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 *[A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including, information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.

3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling 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 While submitting commercial bid, the [A] shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments: -

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

5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by 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 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 provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in

- case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by 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 cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. 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/system or sub systems was supplied by [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. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission [(1). Shri Hare Krushna Dash, IAS(Retd.), H.No 829, Sector-8, Gandhinagar-382007 (Gujrat), Mob.No. 9825048286, (Email: hkdash184@hotmail.com), (2) Shri Muvvala Kondala Rao IFoS (Retd.), M.K.Rao, 201, Kalakunj-B, Cooperative Society, Lane-6, Dahanukar Colony, Kothrud, Pune-411038 (Maharashtra), Mb.No. 9422161512(Email: mkraomuvvala@gmail.com)].
- 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 proposal 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 and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].

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

13 The parties hereby sign this integrity pact at _____ on _____

CLIENT

Name of the officer
Designation
Deptt./Ministry/PSU

Witness

1.....

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

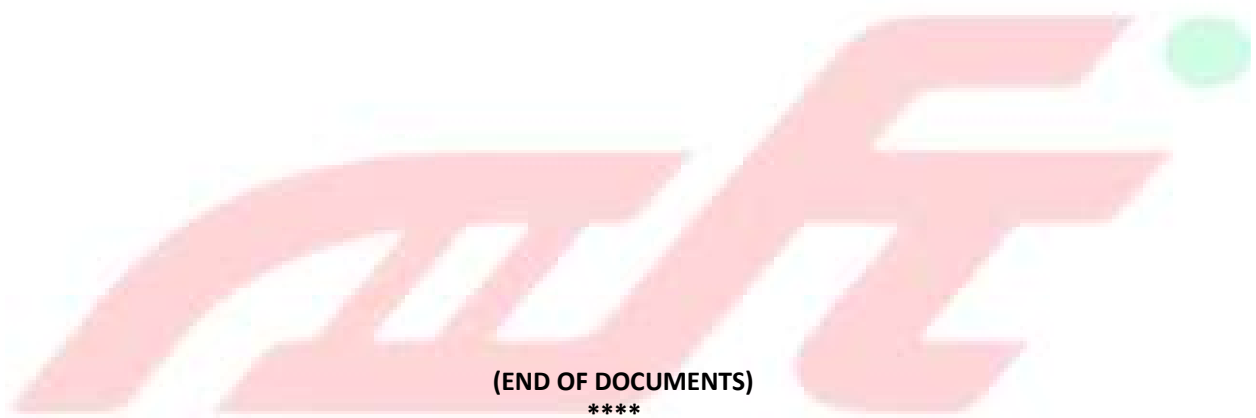
2.

Note:

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

[B] - To be replaced by contract/supply contract/consultancy contract/works contract as the case was may be.





(END OF DOCUMENTS)

डेडीकेटेड फ्रेट कोरीडोर

Signature & stamp of the bidder

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→ by

DFCCIL/KKK