



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

E- Tender Document

Name of Work:

Sanitation cleaning & housekeeping services for Operation Control Centre Building, Near Subedarganj at Prayagraj (U.P.) under CGM/TDL of Eastern Dedicated Freight Corridor.

Tender No.: TDL/EN/Housekeeping-Sanitation services/2/2019-20
(Participation through E-Tender only)

Visit: www.tenderwizard.com/dfccil
(Tenderwizard helpdesk: 011-49424365)

September-2019

AGRA OFFICE:-

Chief General Manager/Tundla/DFCCIL,
3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi,
Near Tulsi Cinema, NH-02,
Agra -282002

CORPORATE OFFICE:-

DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi-110001.

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SECTION-1
E-NOTICE INVITING TENDER (NIT)

Sanitation cleaning & housekeeping services for Operation Control Centre Building, Near Subedarganj at Prayagraj (U.P.) under CGM/TDL of Eastern Dedicated Freight Corridor.

- 1 Chief General Manager/TUNDLA, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra - 282002, India, invites E-tenders on single packet system as per prescribed forms from reputed firms / Companies / Agencies having requisite experience and financial capacity for execution of the following work:

| | |
|-------------------------|--|
| Tender No. | TDL/EN/Housekeeping-Sanitation services/2/2019-20 |
| Name of Work | Sanitation cleaning & housekeeping services for Operation Control Centre Building, Near Subedarganj at Prayagraj (U.P.) under CGM/TDL of Eastern Dedicated Freight Corridor. |
| Employer | Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3 rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P. |
| Type of Tender | Open E-Tender (Single Packet) |
| Type of Contract | Service Contract |
| Estimated Cost | Approx. Rs 1,33,36,100.43/- PLUS APPLICABLE GST |
| Period of Contract | 24 Months |
| Earnest Money Deposited | Rs 266722/- (To be submitted in DFCCIL account. Account Detail Mentioned (Section -3 iii A) OR MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest money deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender portal. NOTE: No interest shall be paid by DFCCIL on Earnest money |

| | |
|--|--|
| | amount. |
| Cost of Tender Document | Rs. 5000/- Plus GST @ 18% = Rs. 5900/- OR MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of document fees, for which, the tenderers will have to upload the exemption certificate on the E-Tender portal. |
| Tender processing fee | Rs 7250/- + GST@18% = 8555 (Non-refundable) through e-payment while uploading of tender. |
| E-tendering website | www.tenderwizard.com/DFCCIL Help: Please contact Tender wizard helpdesk at 011-49424365,+91-9599653865 |
| Date of uploading of NIT & Bid documents(online publishing date) | On Date 24.09.2019 |
| Date of document download/Sale (Online) | From Date 25.09.2019 |
| Issue of Corrigendum, if any | On or before last three days from last date of submission (on www.tenderwizard.com/DFCCIL , dfccil.gov.in) |
| Date & Time of Submission of Tender | On or before date 10.10.2019 and time upto 15:00 hrs |
| Last date of submission of EMD, tender document cost | On or before date 10.10.2019 and time upto 15:00 hrs |
| Date & Time of Opening of Tender | On date 10.10.2019 and time 15:30 hrs |
| Validity of Offer | 120 days |
| Retention Money | 5% of Contract value |
| Performance Bank Guarantee | Performance Guarantee (PG) have to submit within 30 (thirty) |

| | |
|--|---|
| | days from the date of issue of Letter of Acceptance (LOA), amounting to 5% of the contract value. |
|--|---|

2. Eligibility shall be assessed on applicants, fulfilling the general criteria and competence as well as for financial and organizational resources as specified in clause no. 2.0 of Section-3

The Tender document can be downloaded from DFCCIL's website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL & Central Procurement Portal, eprocure.gov.in. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall summarily rejected

3. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL's website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
4. The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in "Technical offer". Bill of Quantities with rates duly filled in are to be uploaded in "Financial offer". **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online E-tendering website. The financial bid should be saved and duly filled up and uploaded on the E-tendering web site using Digital Signature for signing the documents.**
5. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & Password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% (or latest) to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.
6. Tenders shall be opened at **the address given below at 15:30** hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening.

Address of Office of the Chief General Manager/ TDL (for opening of tenders):

**Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex,, 3rd Floor,
Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P.**

All the Bids received shall be opened on the date and time mentioned above in the tender notice. The sequence of opening shall be:

- i) Earnest Money Deposit(EMD)
- ii) Technical Bid & Financial Bid.

7. Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
8. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
10. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
11. DFCCIL reserves the right to qualify the bidder(s) provisionally based on the documents submitted by them, subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
12. The validity of the offer shall be 120 days.
13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For & on behalf of **DFCCIL**
Chief General Manager/TDL

SECTION 2

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

To,

Chief General Manager/TDL, DFCCIL,
3/20, KPS Tower, Mayur Complex, 3rd Floor,
Near Tulsi cinema, NH-02, Nagla Padi,
Agra-282002, U.P

Sub:Sanitation cleaning & housekeeping services for Operation Control Centre Building, Near Subedarganj at Prayagraj (U.P.) under CGM/TDL of Eastern Dedicated Freight Corridor.

Ref.:TDL/EN/Housekeeping-Sanitation services/2/2019-20

1. I /We have read the various terms and conditions of tender attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Tender Document for the execution of present contract.
2. A sum of Rs.....is being submitted as EMD through NEFT/RTGSUTR No.dated.....issued by bank(Name & Branch of Bank). The EMD shall stand forfeited without prejudice to any other rights or remedies if:
 - i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 5% of contract value) as per the Annexure I of Tender Document, within 15 days of issue of letter of acceptance; or
 - iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - iv) I/We withdraw the offer during the period of validity/extended validity; or
 - v) When any of the information furnished by the tenderer not found true.
3. Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.

(Signature of Bidder)

(Name and Address of Bidder)

(Signature of Witness)

(Name & Address of Witness)

(ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

| S. No. | Documents to be Attached | Tick Yes/No |
|--------|---|-------------|
| 1. | Cost of Tender Document in the prescribed form. | |
| 2. | Earnest Money Deposit (EMD) of requisite amount in the prescribed form. | |
| 3. | The Covering Letter as per format given in the Section 2. | |
| 4. | Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender. | |
| 5. | Registration Certificate for ESI, EPF& Contract Labour (Regulation and Abolition) Act 1970 & Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970. | |
| 6. | Certified Copy of GST No, PAN Card & Aadhar Card. | |
| 7. | Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency. | |
| 8. | Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III | |
| 9. | Experience Certificate as per Annexure–IV and Affidavit as per Annexure-VI. | |
| 10. | Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2016-17, 2017-18 and 2018-19 and Un-Audited Turnover for the Year 2019-20 (From April 2019 to August 2019) Certified by a Chartered Accountant as per Annexure V. | |
| 11. | Complete Tender Document including Corrigendum/Addendums Signed by the Bidder. | |
| 12. | Financial Bid Fill and (Financial Offer .xls') to be uploaded Online. | |

Important Notes:

- i. Documents No.1 to 12 should be scanned and uploaded at website - in 'Document Library' and after that, attach all above necessary documents in particular tender.
- ii. The Complete Tender Document including Corrigendum/Addendums digitally signed would be uploaded at website www.tederwizard.com/DFCCIL in 'Document Library' and after that attach the complete document in the particular tender.
- iii. Financial Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com.DFCCIL and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all.
- iv. The Financial Bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to Chief General Manager/TDL, DFCCILoffice.
- v. The rates should be quoted in figures and words. If there is any variation between the rates quoted in figures and words, the rates quoted in 'Words' shall be taken as correct rates.

SECTION 3

INSTRUCTIONS TO BIDDERS

Chief General Manager/TUNDLA, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002, for and on behalf of DFCCIL invites E-tender under single packet system as per prescribe forms from the bidders for **Sanitation cleaning & housekeeping services for Operation Control Centre Building, Near Subedarganj at Prayagraj (U.P.) under CGM/TDL of Eastern Dedicated Freight Corridor.**

(i) General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector under taking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole shareholder of the DFCCIL.

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor (DFC) covering about 3338 route Kilometres on Eastern and Western Corridors. The coverage of Eastern Corridor is from Ludhiana to Dankuni and Western Corridor is planned from Jawaharlal Nehru Port, Mumbai to Rewari / Tughlakabad / Dadri near Delhi. There will be a linkage between two corridors at Dadri.

(ii) Eastern Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni – Asansole – Dhanbad – Gaya – Sonnagar - Mughalsarai - Prayagraj - Kanpur - Tundla - Aligarh - Khurja - Bulandshahr – Meerut – Saharanpur – Ambala - Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested.

(iii) Eastern Dedicated Freight Corridor-1

EDFC-1 is part of EDCF and start from New Bhaupur CH: 518.087 to New Khurja CH: 849.140 of DFCCIL. The section is approximately 350 km long and having 10 crossing/junction stations in between and Operation Control Centre is situated at Prayagraj (U.P.). The details of station is as under. In addition to crossing/junction stations there are 10 Nos IMDs/IMSDs near station buildings and many other service building in block sections.

| S.No | Description | Type of Station | Location | Chainage |
|------|-----------------------|------------------|--------------------|----------|
| 1. | New Bhaupur station | Junction station | New Bhaupur Yard | 518.087 |
| | IMSD New Bhaupur | | | 517.837 |
| 2. | New Kanchausi station | Crossing Station | New Kanchausi yard | 558.277 |

| | | | | |
|-----|-----------------------|------------------|--------------------|---------|
| | IMSD New Kanchausi | | | 559.187 |
| 3. | New Achalda station | Crossing Station | New Achalda Yard | 584.887 |
| | IMSD New Achalda | | | 585.037 |
| 4. | New Ekdil station | Crossing Station | New Ekdil Yard | 618.264 |
| | IMD New Ekdil | | | 618.871 |
| 5. | New Bhadan station | Crossing Station | New Bhadan Yard | 664.421 |
| | IMSD New Bhadan | | | 663.621 |
| 6. | New Makhanpur station | Crossing Station | New Makhanpur Yard | 696.371 |
| | IMSD New Makhanpur | | | 698.011 |
| 7. | New Tundla station | Junction station | New Tundla Yard | 703.807 |
| | IMSD New Tundla | | | 704.282 |
| 8 | New Hathras station | Crossing Station | New Hathras Yard | 768.683 |
| | IMSD New Hathras | | | 769.683 |
| 9. | New Daudkhan station | Junction station | New Daudkhan Yard | 797.851 |
| | IMSD New Daudkhan | | | 798.451 |
| 10. | New Khurja station | Junction station | New Khurja Yard | 849.140 |
| | IMD New Khurja | | | 850.270 |

(iv) General instructions (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. An E-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of E-tendering which can be accessed on <http://www.tenderwizard/DFCCIL>. (Refer in the BID DOCUMENTS)

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENTS”.

Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

A) Accessing/purchasing of bid documents:

It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in E-tendering of DFCCIL.

To participate in the E-Bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enable on E-Tender portal <http://www.tenderwizard.com/DFCCIL> . The Bidder can now pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same. Validity of online registration is one year.

The BID DOCUMENTS can be viewed /downloaded from the Tender Wizard free of cost till one day prior to last date of submission of the Application upto 15.00 hrs.

Following may be noted-

Bids can be submitted only during the validity of registration with the Tender Wizard.

The amendments/clarifications to the BID DOCUMENTS, if any, will be posted on the DFCCIL website.

Registration with the tenderwizard.com should be valid at least upto the date of submission of bid.

To participate in bidding, Bidders have to pay a sum of Rs. 5000/- Plus GST @ 18% = Rs. 5900/- as a cost of the BID DOCUMENTS (non-refundable) in DFCCIL Bank Account as mentioned below through net banking or payment gateway (Online Mode only) On or before schedule date & time of submission of bid. The proof of submission Tender documents cost should be uploaded/attached along with Bid/offer document. **Rs 7250/- + GST@18% = 8555** towards Application processing fee (non-refundable) shall be paid to M/s ITI Ltd. towards Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same. If the Bidder has already registered with the Tender Wizard and validity of registration has not expired, then such Bidder does not require fresh registration.

Name of Account :- Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank :- Union Bank of India, kamla Nagar, Agra.

Account Number :- 302601010780193

Type of account:- Current Account.

IFSC code: - UBIN0561657

B) Preparation & submission of applications:

Detailed BID DOCUMENTS may be downloaded from Tender Wizard and the Bid may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for E-tendering system is also available on Tender Wizard.

Only Electronic Form (to be uploaded on the Tender Wizard)

Submission of offer/Tender/bid in prescribed Format in ON LINE MODE ONLY. No other mode of submission accepted.

C) Document should be uploaded on the Tender Wizard side (On line mode only)

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of Consortium/JV;
- (c) An undertaking from the person having POA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.
- (d) SUBMISSION OF FIRMS CREDENTIALS in prescribed format mentioned in BID DOCUMENTS
- (e) SUBMISSION OF General CREDENTIALS in prescribed format mentioned in BID DOCUMENTS
- (f) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (g) Submission of offer along with financial offer and other relevant documents
- (h) Copy of the Joint Bidding Agreement, in case of a Consortium;
- (i) Memorandum of Understanding (in case of JV) as per Annexure-3
- (j) Contractor/bidder shall submit cost of BID DOCUMENTS of Rs. 5000/- Plus GST @ 18% = Rs. 5900/- through net banking or payment gateway in DFCCIL Bank Account as mentioned below (Online Mode only) On or before schedule date & time of submission of bid. The proof of submission Tender documents cost should be uploaded/attached along with Bid/offer document.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd,
KANPUR

Name of Bank:-Union Bank of India, kamla Nagar, Agra.

Account Number: - 302601010780193

Type of account: - Current Account.

IFSC code: - UBIN0561657

- (k) Application processing fee of Rs **Rs 7250/- + GST@18% = 8555** shall be paid to M/s. ITI Limited through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same.
- (l) The Bidder shall upload scanned copies of the documents on the Tender Wizard on or before due date & time. No hard copy of the documents is required to be submitted.

D) Modification / Substitution/ Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission, Prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of E-Bid, applicant has to detach its old bid from E-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its E-Bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit E-Bid again.

E) Opening and evaluation of bids:

- (i) Opening of Bids will be done through online process.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The Authority shall open bid documents received in electronic form at 15:30 hours Indian Standard Time on the Bid due date i.e. in the presence of the Bidders who choose to attend.

This Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

The Financial Proposal will be opened of the pre-qualified and short listed Bidders. The date of opening of Financial Proposal will be notified later on.

DISCLAIMER

The Bidder must read all the instructions in the BID DOCUMENTS and submit the same accordingly.

F) Online E-Bidding Methodology:

Online E- Bid System – Financial bids & Technical bids with other relevant documents shall be submitted by the bidder at the same time.

G) Broad outline of activities from Bidders perspective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Registration Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender(NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS– Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare & arrange all document/paper for submission of bid online and tender fees & EMD deposit on online.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL"s Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Financial Bid & Technical Bid duly filled in is to be uploaded in "Financial Offer & Technical Eligibility". The rates must be filled after downloading the financial bid document in the prescribed format from the website www.tenderwizard.com/DFCCIL. The financial & Technical bid should be downloaded

& then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

The name of the downloaded files i.e. 'Technical_Bids.xls' & 'Financial_Bids.xls' should not be changed.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself. The entire technical document through digital signature would first be uploaded in 'Document Library' and after that, attach entire tender document in the particular tender.

H) Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Class Three Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

I) Registration

The Tender document can be downloaded from the website: www.tenderwizard.com/DFCCIL and to be submitted in the e-format. Cost of the Tender Document and Bid Security/EMD have to be submitted to DFCCIL bank account as mentioned below through net –banking or payment gateway (Online Mode only) on or before the scheduled date and time of submission of Bid ,otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee (Online Mode only) for participating in the above mentioned tender.

DFCCIL has decided to use process of E-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank:-Union Bank of India, kamla Nagar, Agra.

Account Number: - 302601010780193

Type of account: - Current Account.

IFSC code: - UBIN0561657

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as mentioned NIT) to get your registration accepted/activated.

(iv) Scope of Work

On behalf of President of India, Chief General Manager/TUNDLA, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002, India, invites E-tenders on single packet system as per prescribed forms from reputed firms / Companies / Agencies having requisite experience and financial capacity for execution of the following work:

Sanitation cleaning & housekeeping services for Operation Control Centre Building, Near Subedarganj at Prayagraj (U.P.) under CGM/TDL of Eastern Dedicated Freight Corridor.

- (v) Cost of the work:** The estimated cost of the tendered work is approximately **Rs 13336100.43 Plus applicable GST (One crore thirty three lakhs thirty six thousand one hundred Rupees fourty three paisa only).**

(vi) Location

Works is to be executed Operation Control Centre at Prayagraj (U.P.), Near O/o General Manager/ NC Railway Subedar Ganj, Prayagraj.

1.0 The Salient Features of the Contract are as follows:

- | | | |
|------|-----------------------------|--|
| i. | Tender No. | TDL/EN/Housekeeping-Sanitation services/2/2019-20 |
| ii. | Name of Work | Sanitation cleaning & housekeeping services for Operation Control Centre Building, Near Subedarganj at Prayagraj (U.P.) under CGM/TDL of Eastern Dedicated Freight Corridor |
| iii. | Duration of Contract | 24 Months |
| iv. | Estimated Cost of Work. | Approx. Rs 1,33,36,100.43 /- PLUS APPLICABLE GST |
| v. | Earnest Money Deposit (EMD) | Rs. 266722/- (To be submitted in DFCCIL account. NOTE: No interest shall be paid by DFCCIL on Earnest money amount. |

- | | | |
|------|--------------------------------------|---|
| vi. | Performance Security | 5% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA). |
| vii. | Security Deposit/ Retention Money | Overall Security Deposit is 5% of Contract Value. EMD of Rs 266722/-to be adjusted against the Security Deposit. Balance to be deducted @ 10% from each of the running bills till realization of the full amount. |

2.0 ELIGIBILITY CRITERIA:-

| S.No. | Criteria | Documents Required |
|-------|--|---|
| (i) | <p>The Bidder should have successfully completed at least one work of providing Sanitation cleaning & housekeeping Services costing not less than 35% of the Advertised Tender Value of Work (Estimated Cost of Work) in the last three years {i.e. Current Year and Previous Three Financial Years} for any government department/PSU. Date of start of work may not fall in this period.</p> <p>OR</p> <p>The Bidder should be carrying out at least one Work of providing Sanitation cleaning & housekeeping for atleast 2 years with average annual payment not less than 17.5% of the Advertised Tender Value of Work (Estimated Cost of Work)in any Government Department/PSU.</p> | The Bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-IV of the Tender Document. |
| (ii) | The Bidder should have received Total Contract Amount of not less than 150% of the Advertised Tender Value of Work (Estimated Cost of Work) against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. Current Year and Previous 3 Financial Years as per ITCCs/Audited Balance Sheets. | Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2016-17, 2017-18 and 2018-19 and Un-Audited Turnover for the Year 2019-20 (From April 2019 to August 2019) Certified by a Chartered Accountant as per Annexure V. |
| (iii) | a) The Bidder should be registered for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970. | Valid Registration Certificate for ESI, EPF and Contract Labor (Regulation and Abolition) Act, 1970. |

- | | |
|---|---|
| b) The Bidder must be possessing Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970. | Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970. |
| c) The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card. | Certified Copy of GST Registration Number, PAN Card and Aadhar Card. |
| d) The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance. | Affidavit/Documents to be enclosed. Performa of Affidavit is given in Annexure VI of the Tender Document. |

Note: Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.

3.0 Details of the Bidder

| S.No. | Particulars | | | |
|-------|---|---------|---------|---------|
| 1. | Name of Company/Firm/Agency. | | | |
| 2. | Address with Telephone, Fax No., Mobile No. and E-Mail ID. | | | |
| 3. | Status of Applicant (Individual/Proprietorship Firm/Partnership Firm/Private Limited/Society/Autonomous Body (Attach documentary evidence) | | | |
| 4. | Type of the Services Provided | | | |
| 5. | Annual Turnover of Last three Financial Years (Audited Balance Sheets Certified by Chartered Accountant to be enclosed) | 2016-17 | 2017-18 | 2018-19 |

4.0 SUBMISSION OF E-TENDER: -

4.1 Tender Document Obtaining Process

- 4.1.1** It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.

4.1.2 To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard (www.tenderwizard.com/DFCCIL) and to have User ID and Password. Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee to M/s ITIL through e-payment. Already Registered Tenderer need not pay registration charges to M/s ITIL.

4.1.3 www.tenderwizard.com/DFCCIL is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.tenderwizard.com/DFCCIL.

4.2 Submission of Offer

4.2.1 Tender shall be submitted through online mode only at www.tenderwizard.com/DFCCIL. Tender submitted by any other mode will not be accepted.

4.2.2 All the required documents as mentioned in Check list from S.No.1-12, including Scanned Copy of deposit slip of EMD & Cost of Tender Document shall be uploaded to the E-Tendering web site www.tenderwizard.com/DFCCIL within the period of bid submission.

4.2.3 The detailed instructions of E-tendering can be read through website www.tenderwizard.com/DFCCIL.

4.2.4 The Addendum/Corrigendum, if any; shall be hosted on the website www.tenderwizard.com/DFCCIL only.

4.2.5 The tender will be accepted only in E-tendering mode and **no other mode** of submission shall be accepted.

4.2.6 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.tenderwizard.com/DFCCIL with the digitally signed copy of tender document.

4.2.7 In case scheduled date is declared as holiday, tender can be uploaded up to 15:00 hrs on the next working day and will be opened at 15:30 hrs on that day.

4.2.8 Bid document shall be submitted through Digital Signature of the tenderer.

4.2.9 The **bid** shall be accepted through **online mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the tender document will be summarily rejected.

- 4.2.10** Bidders are required to give Un-Conditional 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.
- 5.0** 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. Should 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.
- 6.0** Bid Document shall be accompanied by Tender Cost and EMD in proper form and all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 7.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 8.0** After 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 same given by DFCCIL shall be considered as final and binding.
- 9.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- (i) Financial Bid.
 - (ii) Notice Inviting Tender.
 - (iii) Instructions to Bidders.
 - (iv) Scope of Sanitation cleaning & housekeeping services
 - (v) Special Conditions of Contract.
 - (vi) General Conditions of Contract.

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.

- 10.0** 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. Complete Tender Document along with Addendums, Corrigendum and Documents is specified in the Tender Document, must be submitted through Digital Signature by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Tender Document shall be removed and the set must be submitted as it is.

- 11.0 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 12.0 DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 13.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.
- 14.0 The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the bidder.

15.0 Modification/Substitution/Withdrawal of Bids:

- i) The Bidder may modify, substitute or withdraw its E-Bid after submission, prior to 15:00 hrs. of 10/10/2019 (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii) Any alteration/modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii) For modification of E-Bid, Tenderer has to detach its old bid from E-tendering portal and upload/ resubmit digitally signed modified bid.
- iv) For withdrawal of tender, tenderer has to click on withdrawal icon at www.tenderwizard.com/dfccil. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again.

16.0 Opening and Evaluation of Bids:

- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section –I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender

Chief General Manager/TDL, DFCCIL,
3/20, KPS Tower, Mayur Complex, 3rd Floor,
Near Tulsi cinema, NH-02, Nagla Padi,
Agra-282002, U.P

- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 10/10/2019, in the presence of Tenderers or their Authorized Representatives who choose to attend.

17.0 Deadline for Submission of Tender

Tenderer(s) must ensure to complete the tender submission process in time as www.tenderwizard.com/DFCCIL will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 10/10/2019).

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

19.0 Cost of Tender Document:

The Tender shall submit Rs. 5000/- Plus GST @ 18% = Rs. 5900/- through Digital Banking i.e. NEFT/RTGS,

Name of Account :- Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank :-Union Bank of India, kamla Nagar, Agra.

Account Number :- 302601010780193

Type of account:- Current Account.

IFSC code:- UBIN0561657

The Tenderer shall submit Cost of Tender Document along with other Documents in a Sealed Cover as per Section-3, Clause 16 (ii).

20.0 Earnest Money Deposit (Tender Security):

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit of Rs. Rs3,23,350/-through Digital Banking i.e. NEFT/RTGS.

Name of Account :- Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank :-Union Bank of India, kamla Nagar, Agra.

Account Number :- 302601010780193

Type of account:- Current Account.

IFSC code:- UBIN0561657

- i) The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.
- iii) In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention Money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- iv) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
 - a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
 - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5 % of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
 - d) Withdraws the offer during the period of validity/extended validity.
 - e) When any of the information furnished by the tenderer not found true.

The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

SECTION 4

GENERAL CONDITIONS OF CONTRACT

1.0 SECURITY DEPOSIT (Retention Money):

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

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

2.0 PERFORMANCE SECURITY:

Within **15 days** from the date of issue of the Letter of Acceptance (LOA), the Successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized Bank of India or Scheduled Bank of India** for an amount equal to 5% of the contract value as per the Performa given in Annexure-I on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

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

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

3.0 DURATION:

24months, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.

4.0 CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:

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

5.0 STATUTORY COMPLIANCES:

The Contractor shall;

- (a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. 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.

6.0 AUTHORISATION AND ATTESTATION:

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

7.0 VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

8.0 REJECTION OF TENDER AND OTHER CONDITIONS:

8.1 The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.

8.2 Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.

8.3 If the Tenderer deliberately gives wrong information in his tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ Performance Security/any other moneys due.

8.4 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

8.5 Should a Tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/ Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

9.0 Estimated Cost of Work as indicated in the Section-1 and Section-3 is excluding GST. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure VII.

10.0 Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME is followed.

(a) Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:

- i) District Industries Centers.
- ii) Khadi and Village Industries Commission.
- iii) Khadi and Village Industries Board.
- iv) Coir Board.
- v) National Small Industries Corporation.
- vi) Directorate of Handicraft and Handloom.
- vii) Any other body specified by Ministry of MSME.

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

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

11.0 In pursuance of the Public procurement policy on MSE:

- (i) Tender document will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 14.0 (a) above for the item tendered.
- (ii) MSEs registered with the agencies mentioned in Clause 14.0 (a) above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

12.0 INDEMNITY:

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

- 13.0** In performing the terms and conditions of the contract, the Sanitation cleaning & housekeeping services Agency (Contractor) shall at all times act as an Independent Sanitation cleaning & housekeeping services Agency (Contractor). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Sanitation cleaning & housekeeping services Agency (Contractor). The Sanitation cleaning & housekeeping services Agency (Contractor) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Sanitation cleaning & Housekeeping Services Agency (Contractor) and their hired personnel shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

14.0 FORCE MAJEURE:

- 14.1** For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- 14.2** The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out

the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

15.0 RESOLUTION OF DISPUTES AND ARBITRATION:

15.1 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

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

16.0 TERMINATION OF CONTRACT:

In case the services of the Sanitation cleaning & housekeeping services Agency (Contractor) are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by DFCCIL by giving one month notice. In case if corrective action is not taken by the Contractor, DFCCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if Contract is to be terminated on the grounds of serious misconduct or due to any act which requires immediate vacation of DFCCIL premises by the Contractor. In case of termination of contract, the Security Deposit shall be forfeited by the DFCCIL. Unsatisfactory Service in this case would be frequent absence or poor attendance of the Sanitation cleaning & Housekeeping Staff, delay or inability to provide replacements, poor performance of Sanitation cleaning & Housekeeping Staff, poor discipline, discourteous behavior of Sanitation cleaning & Housekeeping Staff, indiscipline in the premises etc. (which includes Usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) or any non-compliance of the provisions of the contract.

17.0 Jurisdiction of Courts:

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

18.0 Rights of DFCCIL:

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

19.0The General Conditions of Contract July 2014 (Part-II) of the Indian Railways shall be followed with latest correction slips and amendments issued from Indian Railways.

20.0The General Conditions of Contract July 2014 (Part-II) of the Indian Railways, along with latest correction slips and amendments, will form part of the tender/contract documents.

SECTION 5

SCOPE OF SANITATION / CLEANING & HOUSEKEEPING SERVICES

1.0 Scope of housekeeping services:

The Scope of Housekeeping Services includes provision of Semi-Skilled and Skilled Outsourced Personnel to perform prescribed duties for Operation Control Centre at Prayagraj. The Housekeeping Services Agency (Contractor) will have to provide following categories of personnel:

1.1 Semi-Skilled Category:

In this category, the following type of outsourced Personnel are to be provided:

a) Office Boys /Care-Taker (Requirement – 12Nos.):

The minimum qualification of Office Boys shall be Class VIII. The duties assigned shall be as follows:

- (i) Upkeep and Cleaning of Rooms, Cabins, Workstations, Control room Theater block, meeting rooms, recreational rooms, commercial office, library, telecom management room, Signal rooms, meeting rooms, waiting room, security room and other space specified by DFC office in-charge. room, and Dusting of Furniture, Computers, Equipment etc. provided there.
- (ii) Distribution of Files, Documents, Letters etc.
- (iii) Arranging and Serving of Tea/Coffee/Beverages, Snacks, Meals etc. in the office.
- (iv) Cleaning of Utensils/Crockery/Cutlery.
- (v) Carriage of Office Bags/Documents etc. from/to Vehicles to/from Office Room/Cabin/Work Station.
- (vi) Arrangements for Meetings/Conferences/Events etc.
- (vii) Any Other Work assigned by the Officer In-Charge.

b) Gardeners (Requirement- 02 Nos.):

The minimum qualification of Gardeners shall be ITI with minimum experience of one year. The duties assigned shall be as follows:

- (i) Daily Maintenance of Plants provided in Operation Control Centre.
- (ii) Maintenance of Lawn, Plants and Trees available.
- (iii) Ensuring Maintenance of Grass free of Weeds. Weeding and Lawn Mowing on a weekly basis.
- (iv) Preparing and Maintaining the Flower Beds, Trimming of the Plants, Hedges and Trees.
- (v) Watering of the Lawn, Plants, Trees and Hedges on a daily basis.
- (vi) Planting Seasonal Plants/Potted Plants as provided by DFCCIL.

- (vii) Maintenance of Pots/ Planters etc.
- (viii) Any Other Work related to Upkeep and Maintenance of Garden/Plants or assigned by the Officer In-Charge.

1.2 Skilled Category:

In this category, the following type of outsourced Personnel are to be provided:

a) Housekeeping Supervisors (Requirement- 01 No.):

The minimum qualification of Housekeeping Supervisors shall be Class XII. The duties assigned shall be as follows:

- (i) Supervision of Overall Work of Housekeeping Services.
- (ii) To maintain the Attendance Register/Record of Outsourced Personnel and to get the same checked by Officer Incharge or his Representative.
- (iii) To keep the Outsourced Manpower disciplined and ensure proper Behavior and Etiquettes from Outsourced Personnel.
- (iv) To attend Complaints regarding Housekeeping Services/Outsourced Personnel.
- (v) To arrange Replacement of Housekeeping Personnel in the case of Leave/Sick etc.
- (vi) Liaison with Services Agency (Contractor) and DFCCIL Officer Incharge or his Representative.
- (vii) Ensuring Wearing of Uniform and Photo ID Card by all Outsourced Personnel.
- (viii) Attending to Senior Officers of DFCCIL.
- (ix) Supervising Arrangements for Meetings/Conferences/Events etc.
- (x) Any Other Work assigned by the Officer In-Charge.

b) Plumber/ Carpenters/ Electricians (Requirement – 01 No.):

As Plumber

The minimum qualification of Plumber shall be relevant ITI with minimum experience in Plumbing of one year. The duties assigned shall be as follows:

- (i) Minor Plumbing Works like removing blockage of drains and internal sewage, tightening/loosening of fittings etc.
- (ii) Operation of water pumps valves etc.
- (iii) Repair/Replacement of sanitary fittings, toilets seats, pipes, valves etc.
- (iv) Daily monitoring of all Washrooms, Toilets, Urinals and Water Supply and Distribution System for proper functioning.
- (v) To maintain inventory of Tools and Plants, Sanitary Spares etc.
- (vi) Maintenance of necessary records including Daily Work Diary, Maintenance and Repair Records etc.
- (vii) Any Other Work assigned by the Officer In-Charge.

c) As Carpenters

- (i) Minor Carpentry Works like fixing of locks, handles and tables/drawers etc.

- (ii) Minor Repair of doors and windows including fixing and repair of door closers, door stoppers and other fittings.
- (iii) Tightening of hinges of doors, windows etc.
- (iv) Minor repair/adjustment of furniture including sofa, tables, chairs, almirah etc.
- (v) Minor fabrication works.
- (vi) Any Other Work assigned by the Officer In-Charge.

d) As Electricians :

The minimum qualification of Electrician shall be relevant ITI with minimum experience of one year. The duties assigned shall be as follows:

- (i) Troubleshooting, Repair and Maintenance of all Electricals including Electrical Circuits, Lighting and Electrical Equipment installed in the Operation Control Centre.
- (ii) Operation and Maintenance of Electrical Switchgear including ACBs, MCCBs, MCBs, Switches etc.
- (iii) Minor Electrical Wiring and Cabling Works.
- (iv) Preventative and Breakdown maintenance of Electrical Switchgear and Electrical Equipment.
- (v) Operation of Electrical Panels, Electrical Equipment, Pumps, Electrical Machines, DG Sets etc.
- (vi) To attend Electrical Breakdown in the DFCCIL Operation Control Centre premises round the clock.
- (vii) Operation of Lifts including Emergency Lift Operation and Rescue Operation.
- (viii) Monitoring of all Electricals including Power Supply.
- (ix) Any Other Work Electrical Works as desired by the Officer In-Charge.

2.0 Scope of Sanitation cleaning

I. (SANITARY WORKER, Requirement – 10 Nos.)

The scope of work includes sanitation/cleaning of Operation Control Centre and associated premises spread over an area of about Approx. 12500 square meters excluding circulating area. Sanitation / Cleaning Agency shall be responsible for sanitation/cleaning of Operation Control Centre at Prayagraj (U.P.), of Eastern Dedicated Freight Corridors. The following cleaning services will be done daily from Monday to Friday and on Saturday / Holiday at regular intervals so that the areas covered under the contract remain spic and span all the time. For providing sanitation cleaning services, the Sanitation Cleaning Agency shall have Trained Manpower (as mentioned in Financial Bid), Cleaning Materials (Annexure IX), Tools & Plant and Machines & plants (Annexure X).

II. Sanitation Supervisors (Requirement- 01 No.):

The minimum qualification of Supervisors shall be Class XII. The duties assigned shall be as follows:

- a) Supervision of Overall Work of Sanitation cleaning.
- b) To maintain the Attendance Register/Record of Outsourced Personnel and to get the same checked by Officer Incharge or his Representative.
- c) To keep the Outsourced Manpower disciplined and ensure proper Behavior and Etiquettes from Outsourced Personnel.
- d) To attend Complaints regarding Housekeeping Services/Outsourced Personnel.
- e) To arrange Replacement of Housekeeping Personnel in the case of Leave/Sick etc.
- f) Liaison with Housekeeping Services Agency (Contractor) and DFCCIL Officer Incharge or his Representative.
- g) Ensuring Wearing of Uniform and Photo ID Card by all Outsourced Personnel.
- h) Attending to Senior Officers of DFCCIL.
- i) Supervising Arrangements for Meetings/Conferences/Events etc.
- j) Any Other Work assigned by the Officer In-Charge.

Maintenance Schedule from Monday to Saturday:

- (i) Sanitation/Cleaning, Sweeping, Mopping and Wiping of Floors, Railings, Lift Lobbies, Staircases, Corridors, Interior Glass Arcades, Pantries, Toilets, Conference / meeting Halls, Meeting Rooms, Chambers/cabin, Rooms, Workstations and other rooms as directed etc. on a daily basis or as required by the Officer-in-charge. Cleaning activity shall start in the morning at 7:30 a.m. so as to complete before 9.15 a.m. The wet mopping of floors, corridors etc. should be carried out atleast thrice a day with phenyl/disinfectant so as to keep premises clean all the time.
- (ii) Spraying of Room fresheners in the rooms before office timings and during the day as required.
- (iii) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls, Sanitary Paper Rolls, Paper Dispenser Rolls, Face Tissue etc. after daily check-ups in the morning, afternoon and on call basis during daytime. Soap containers, mugs, bucket and all other items available in the toilets should be kept absolutely clean throughout the day. Toilets & Wash Room areas are to be cleaned on an hourly basis and as and when required to keep them neat and clean all the time.
- (iv) Removal of dust, cobwebs, waste/ scrap from all dustbins, cleaning of ashtrays, spittoons etc. and disposal of the same in designated spots provided by municipal authorities.
- (v) All Dustbins are to be provided with Polythene/Disposable Covers on a daily basis and as and when required. All Dustbins will have to be cleaned and washed regularly so as to give neat, clean and hygienic appearance.
- (vi) Disposal of accumulated garbage/waste at least twice in a day and/or at any time when garbage/waste is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The garbage should never be kept overnight in the premises of Operation Control Centre buildings. The garbage shall be disposed in a sealed manner by carrying them in Disposable Garbage Bags.
- (vii) Sanitation/Cleaning Agency shall make its own arrangement for carriage of materials like garbage, malba, minor building rubbish, earth, etc. and to dispose them beyond the premises to the nearest municipal garbage bin.

Maintenance Schedule on Holiday:

Cleaning and Sanitation of entire Operation Control Centre at Prayagraj including the following:

- (i) Cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, or any other chemical using automatic mopper/scrubbing machine to be used at least once in a week.
- (ii) Washing & Scrubbing of Staircases, Corridors, Circulating area etc. & Cleaning of Lift Lobbies.
- (iii) Dusting of false ceiling etc. with soft broom and cloth;
- (iv) Cleaning of sofa sets, carpet with vacuum cleaner;
- (v) Cleaning of brass letter name plates by brasso (polish) & other name plates by suitable means.
- (vi) Curtains/blinds cleaning with vacuum cleaner;
- (vii) Tiles cleaning with thinner;
- (viii) Cleaning of Terrace, Parking Area, Garden, Chajjas, Lifts/Air Conditioners/ Plant Rooms, Cleaning of cobwebs, Glass Facades.
- (ix) Shifting of furniture items, cabinets etc. from one floor to another as per the requirement of officer in charge.
- (x) Cleaning and Dusting of Electrical Switchboards, Light Fixtures, Fans, Air Conditioner Grills, Overhead Light Fixtures, Projectors, Fire-Fighting Equipment, Nameplates, Plant Boxes, Doormats, Speakers, Smoke/Fire Detectors, Fire Detection Equipments, CCTV System Equipment etc.

The Sanitary/Cleaning supervisor shall ensure that the Sanitation/Cleaning activities are carried out as per schedule given above, maintain attendance of the sanitary workers, allocate duties and supervise their work. He would be responsible for maintaining stock of consumable items provided by Sanitation/Cleaning Agency to be used in Operation control building and submit a list of these items every month to the officer in charge/DFCCIL for inspection. He will maintain Stock Register and update it on a daily basis. All the Machines/equipment/Tools and Plants should be checked by him and he should ensure that they remain in good working condition. He shall also check and inspect all the toilets for any water leakage/non- functional/missing taps of wash basin and toilets /washrooms and mugs/buckets etc., and check whether the cisterns are in working order and the sheets of western style WCs are not broken/cracked and shall submit a report to the officer in charge. Any tap/WC etc. which require repair etc. should immediately be reported by him to the officer in charge/DFCCIL.

The above said List of Activities in the Maintenance Schedule is only indicative. Any other work related to Sanitation/ Cleaning Services may have to be carried out to keep the Operation Control Centre buildings neat and clean all the time.

3.0 General:

- a) Manpower as mentioned above is only tentative and it may change from time to time as per the requirement of DFCCIL.

- b) Besides the Types of Outsourced Personnel mentioned above in Semi-Skilled and Skilled Categories, the DFCCIL may ask the Sanitation Cleaning & Housekeeping Services Agency (Contractor) to provide other Types and Categories of Outsourced personnel also on hiring basis as per the requirement. The essential qualification, experience and pay structure for such categories shall be decided by mutual agreement and as per terms and conditions of the contract and the services will be provided at the accepted rate of commission.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

1 OBLIGATION OF SANITATION / CLEANING & HOUSEKEEPING SERVICES AGENCY (CONTRACTOR)

- 1.1 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall, if and when so requested by DFCCIL, will provide the outsourced manpower at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential skills/experience and the tentative number of outsourced personnel and scope of services is given in Section-5 (Scope of Housekeeping Services) of the Bid Document. The actual deployment of staff will be communicated after award of LOA.
- 1.2 It shall be the responsibility of the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 1.3 It shall be the responsibility of the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) to verify the skills/experience of the outsourced manpower. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) will have to terminate the service of such staff immediately and shall provide suitable replacement within 03 days.
- 1.4 If the performance of any outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 07 days to the Sanitation Cleaning & Housekeeping Services Agency (Contractor) to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 07 days of such communication, the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall provide a suitable replacement acceptable to DFCCIL within 03 days.
- 1.5 Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 1.6 Wages to the outsourced personnel shall be provided as per Minimum Wages Act,

1948 and latest notification issued in this regard. In case of any statutory increases in the wages of Labour in accordance with the Minimum Wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of wages to the personnel deployed should be revised accordingly by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of NCT, Delhi and Ministry of Labour and Employment, Govt. of India for minimum wages (for various categories of workers) is effective from 1 Nov'2017 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

- 1.7 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 1.8 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall decide the modus operandi for engagement of workers and continuously monitor them for rendering proper and efficient services that conform to the prescribed standards set by DFCCIL. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/functions.
- 1.9 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/terminated by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor), such action should be taken only with the approval of DFCCIL.
- 1.10 No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Sanitation Cleaning & Housekeeping Services Agency (Contractor). The Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 1.11 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) 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 Sanitation Cleaning & Housekeeping Services Agency (Contractor) for any purpose whatsoever nor would the DFCCIL be liable for any

claim(s) whatsoever of any person(s) of the Sanitation Cleaning & Housekeeping Services Agency (Contractor) and Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall keep DFCCIL totally and completely indemnified against any such claim(s).

- 1.12 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 1.13 The attendance rolls for the personnel deployed by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) at the premises of DFCCIL shall be provided by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) and it shall be monitored by the Sanitation Cleaning & Housekeeping Services Agency (Contractor). These attendance rolls shall be signed by the authorized representative of Sanitation / Cleaning & Housekeeping Services Agency (Contractor) who shall get it verified by the designated official of DFCCIL. In addition to this, all outsourced personnel will have to follow Biometric Attendance cum Access Control System available at DFCC Building.
- 1.14 Notwithstanding anything herein contained, the Sanitation Cleaning & Housekeeping Services Agency (Contractor) will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Sanitation Cleaning & Housekeeping Services Agency (Contractor) or of any persons deployed by it pursuant to the Contract.
- 1.15 The engagement of outsourced person shall be purely on temporary and on contract basis. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) 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 at any time by giving notice to the Sanitation / Cleaning & Sanitation Cleaning & Housekeeping Services Agency (Contractor) and the staff in the circumstances provided herein above. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) will have to provide suitable replacement acceptable to DFCCIL within 03 days.
- 1.16 All outsourced personnel shall at all-time maintain absolute integrity and devotion to duty and conduct themselves in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 1.17 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) 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 Sanitation Cleaning & Housekeeping Services Agency (Contractor) to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.

- 1.18 The outsourced personnel should be in proper Uniform with Name Badges. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) will provide two sets of uniform per year to each staff which shall be reimbursed by DFCCIL as per rates specified.
- 1.19 In case the outsourced personnel deployed by the Sanitation Cleaning& Housekeeping Services Agency (Contractor) is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 1.20 Sanitation Cleaning& Housekeeping Services Agency (Contractor) shall provide Photo Identity Cards to all outsourced personnel deployed in DFCCIL at its own cost.
- 1.21 The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National Holidays. Proportionate additional payment will be made for attending office on Sundays/Holidays, if required by DFCCIL.
- 1.22 The Sanitation Cleaning& Housekeeping Services Agency (Contractor) shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. The Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) and the Outsourced Personnel engaged by him. In no circumstances, the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
- 1.23 Variation in each Item of Schedule of Rates and Quantities (both positive & negative) or as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. No vitiation will be permitted.
- 1.24 **Payment Terms:**
- (i) Payment shall be made on a monthly basis for which contractor shall submit monthly bill/invoice before 15th of every month for the previous month.
 - (ii) GST shall be paid as per applicability based on the documentary proof.
 - (iii) Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
 - (iv) Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
 - (v) Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.
 - (vi) No advance payment shall be made.
 - (vii) The contractor shall provide all the necessary details as required by DFCCIL for passing of Bill/Invoice.

1.25 IMPLEMENTATION OF INTEGRITY PACT:

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

2.0 OBLIGATION OF DFCCIL

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) that Cost to the Company does not increase.

3.0 PENALTY:

- 3.1 Penalty of Rs. 500/- per occasion per day subject to a maximum of Rs. 1500/- per day can be imposed for any non-compliance of terms and conditions mentioned in the Tender Document/Contract Agreement including the following breaches:
- (i) Discourteous behavior of Sanitation cleaning &Housekeeping Staff.
 - (ii) Undisciplined behavior (which includes usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) of Sanitation cleaning &Housekeeping Staff.
 - (iii) Frequent absence or poor attendance of Sanitation / Cleaning &Housekeeping Staff.
 - (iv) Poor performance of Sanitation / Cleaning &Housekeeping Staff.
 - (v) Delay or Inability to provide replacements.
 - (vi) Unsatisfactory service provided by Sanitation / Cleaning &Housekeeping Staff.
 - (vii) Not wearing proper uniform.
 - (viii) Not displaying Photo Identity Cards.
 - (ix) Failure in cleaning/dusting of Officers' Chambers, Workstations, Board Room, Conference Halls, Meeting Room etc.
 - (x) Late arrival/early departure of Sanitation / Cleaning &Housekeeping Staff.
 - (xi) Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL or of other stakeholders available in the Operation Control Centre at Prayagraj.
- 3.2 For each default in respect of shortage of Sanitation cleaning &Housekeeping Staff, a penalty of Rs. 500/- per day per staff shall be imposed.

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

ANNEXURE-I

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated:

To,

Chief General Manager/Tundla/DFCCIL,
3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi,
Near Tulsi Cinema, NH-02,
Agra -282002

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinbefore:

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

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of _____ being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal

Name:

Designation:

Address:

Witness:

- 1. Name
Designation
Address
- 2. Name
Designation
Address

ANNEXURE-II

FORM OF AGREEMENT

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

Name of the work:

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

5. OBLIGATION OF THE CONTRACTOR:

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

6. JURISDICTION OF COURT:

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

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

For and On Behalf of the Contractor

For and On Behalf of the Employer

Signature of the Authorized Official

Signature of the Authorized Official

Name of the Official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the Said

By the Said

.....Name

.....Name

.....

.....

On Behalf of the Contractor in the

On Behalf of the Contractor in the

Presence of

Presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

Note:

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

***TO BE DELETED IF NOT APPLICABLE

ANNEXURE-III

CONSTITUTION OF THE FIRM/COMPANY

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

—

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

- 3 Registered/Branch Office in India. _____

Address on which correspondence regarding this tender should be done.

—

—

—

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

4. Particulars of Registration with Government.

ANNEXURE-IV

Performa for Experience Certificate. {on the letter head of the issuing department}

M/s..... has provided Sanitation cleaning &Housekeeping Services to this Department/Organization.

The details are as under:-

1. Name of work/service :
- 2 Agreement/contract number :
3. Nature of service provided :
4. Date of start of service/work :
5. Date of completion of service/ :
Work as per contract
- 6 Actual date of completion of work :
/Service
7. Total value of work/service during the contract period (if completed):
8. In case of ongoing work/service, please indicate the payment made to the contractor for F.Y.2016-17, 2017-18, 2018-19 and from April 2019to August-2019.
9. Performance of the Contractor _____.

ANNEXURE-V

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

| <i>S. No.</i> | <i>FINANCIAL YEAR</i> | <i>TOTAL TURNOVER in Rs.</i> |
|---------------|-----------------------|------------------------------|
| <i>1</i> | <i>2016-17</i> | |
| <i>2</i> | <i>2017-18</i> | |
| <i>3</i> | <i>2018-19</i> | |
| | <i>TOTAL</i> | |

- For Financial Years 2016-17, 2017-18,2018-19Copies of the Audited Balance Sheet may please be attached.
- For 2019-20, Un-Audited Results of Turnover of the Company/Firm/Agency till date may be submitted Certified by the Chartered Accountant

ANNEXURE-VI

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

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

Signature of Proprietor/Director/Partner

With official stamp.

Declaration for DFCCIL

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

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

Signature of the Authorized Person _____

Name of the Authorized Person _____

Designation _____

Name of the Company/Firm/Agency _____

PRE CONTRACT INTEGRITY PACT

General

This Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, between, on the hand, the DFCCIL acting through Shri _____ (Designation of the officer), (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Designation/Chief Executive Officer) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

WHEREAS the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the CLIENT to obtain the desired said Housekeeping Services Contract 0 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure Sanitation / Cleaning & Housekeeping Services Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Signature & stamp of the bidder

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1 Commitments of the CLIENT

- 1.1 CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with Sanitation Cleaning & Housekeeping Services Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Sanitation Cleaning & Housekeeping Services Agency (Contractor) either for themselves or any person, organization or third party related to the Sanitation / Cleaning & Housekeeping Services Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Sanitation Cleaning & Housekeeping Services Contract.
 - 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular Sanitation Cleaning & Housekeeping Services Agency (Contractor) in comparison to other BIDDERS.
 - 1.3 All the officials of the CLIENT will report to the appropriate Government/PSU office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) reported by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) to the CLIENT with full and verifiable facts and the same is prime facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Housekeeping Services Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Housekeeping Services Contract would not be stalled.

Commitments of BIDDERS

The Sanitation Cleaning& Housekeeping Services Agency commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the Sanitation Cleaning &Housekeeping Services Contract or in furtherance to secure it and in particular committee itself to the following: -

- 3.1 The Sanitation Cleaning & Housekeeping Services Agency will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the Housekeeping Services Contract in exchange for any advantage in the bidding,

evaluation, contracting and implementation of the Sanitation Cleaning &Housekeeping Services Contract .

- 3.2 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Scope of Sanitation / Cleaning & Sanitation Cleaning & Housekeeping Services Contract or any other Sanitation Cleaning & Housekeeping Services Contract with the Government/PSU for showing or forbearing to show favor or disfavor to any person in relation to the Sanitation Cleaning &Housekeeping Services Contract or any other Housekeeping Services Contract with the Government/PSU.
- 3.3* Sanitation Cleaning& Housekeeping Services Agency (Contractor) shall disclose the name and address of agents and representatives and Indian Scope of Sanitation Cleaning & Housekeeping Services Agency (Contractor)shall disclose their foreign principals or associates.
- 3.4* Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 Sanitation Cleaning & Housekeeping Services Agency (Contractor) further confirms and declares to the CLIENT that the Sanitation Cleaning & Housekeeping Services Agency (Contractor) is the authorized Government/PSU sponsored agency and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or nay of its functionaries, whether officially or unofficially to the award of the Sanitation / Cleaning & Housekeeping Services Contract to the Sanitation Cleaning &Housekeeping Services Agency (Contractor) nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Sanitation Cleaning& Housekeeping Services Agency (Contractor) either while presenting the bid or during pre-contract negotiations or before signing the Housekeeping Services Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Housekeeping Services Contract and the details of services agreed upon for such payments.
- 3.7 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) will not collude with other parties interested in the Housekeeping Services Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Housekeeping Services Contract.

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

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

- 3.13 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

- 4.1 The Sanitation Cleaning& Housekeeping Services Agency (Contractor) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The Sanitation Cleaning& Housekeeping Services Agency (Contractor) agrees that if it makes incorrect statement on this subject, Sanitation Cleaning & Housekeeping

Services Agency (Contractor) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Security Deposit

- 5.1 Validity of Security Deposit shall be as per terms and conditions of the contract.
- 5.2 No interest shall be payable by the CLIENT to the Housekeeping Services Agency (Contractor) on Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) or any one employed by it or acting on its behalf (with or without the knowledge of the Canteen Services Agency) shall entitle the CLIENT to take all or any one of the following actions, wherever required: -
- i. The Security Deposit (after the Sanitation Cleaning & Housekeeping Services Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - ii. To immediately cancel the Housekeeping Services Contract, if already signed, without giving any compensation to the Sanitation Cleaning & Housekeeping Services Agency (Contractor).
 - iii. To recover all sums already paid by the CLIENT, and in cases of an Indian Sanitation Cleaning & Housekeeping Services Agency (Contractor) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Sanitation Cleaning & Housekeeping Services Agency (Contractor) from the country other than India To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Sanitation Cleaning & Housekeeping Services Agency (Contractor). However, the proceedings with the other BIDDER(s) would continue.
 - iv. With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Sanitation Cleaning & Housekeeping Services Agency (Contractor) from the CLIENT in connection with any other Housekeeping Services Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Sanitation Cleaning & Housekeeping Services Agency (Contractor), in order to recover the payments, already made by the CLIENT, along with interest.
 - vi. To cancel all or any other Contracts with the Sanitation Cleaning & Housekeeping Services Agency (Contractor). The Housekeeping Services Agency (Contractor) shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount

so payable from the money(s) due to the Sanitation Cleaning & Housekeeping Services Agency (Contractor).

- vii. To debar the Sanitation Cleaning& Housekeeping Services Agency (Contractor) from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - viii. To recover all sums paid in violation of this Pact by Sanitation Cleaning& Housekeeping Services Agency (Contractor) to any middleman or agent or broker with a view to securing Housekeeping Services Contract the contract.
 - ix. In case where irrevocable Letters of Credit have been received in respect of any Sanitation Cleaning& Housekeeping Services Contract signed by the CLIENT with the Sanitation Cleaning & Housekeeping Services Agency (Contractor), the same shall not be opened.
 - x. Deleted
- 6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Sanitation Cleaning & Housekeeping Services Agency (Contractor)), if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall be final and conclusive on this Sanitation Cleaning & Housekeeping Services Contract. However, the Sanitation Cleaning& Housekeeping Services Agency (Contractor) can approach the Independent Monitors(s) appointed for the purpose of this Pact.

7. Fall Clause

- 7.1 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) undertakes that it has not supplied/is not supplying similar service at a rate (Service Charge) 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 services was supplied by the Housekeeping Services Agency (Contractor) to any other Ministry/ Department of the Government of India or a PSU at a lower rate (Service Charge), then that very rate, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) to the CLIENT, if the Housekeeping Services Contract has already been concluded.

8. Independent Monitors

- 8.1 The CLIENT may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 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 Monitors 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 Sanitation / Cleaning & Housekeeping Services Agency (Contractor) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and document of the Sanitation Cleaning & Housekeeping Services Agency (Contractor) with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Sanitation Cleaning & Housekeeping Services Agency (Contractor) and the Housekeeping Services Agency (Contractor) 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 the date of its signing and extend upto 5 years or the complete execution of the Housekeeping Services Contract to the satisfaction of both the CLIENT and the Housekeeping Services Agency (Contractor), including warranty period, whichever is later. In case Sanitation / Cleaning & Housekeeping Services Agency (Contractor) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Housekeeping Services Contract.

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

BIDDER

Name of the Officer

(Service Provider)

Designation

Dept./Ministry/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

| S. No. | Particulars of Item | Qty. | Brand name |
|---------------|--|-------------|---------------------------------|
| 1 | Naphthalene Balls | 2 kgs | Bengal Tiger/Trishul/equivalent |
| 2 | Disinfectant Liquid (Phenyl/Lizol or Equivalent) | 30 L | Reputed Brand |
| 3 | Liquid Soap | 15 L | Fem/Dettol/Lifebuoy/equivalent |
| 4 | W.C. Cleaner | 15 L | Harpic/Sanifresh/equivalent |
| 5 | Room Fresheners | 15no. | Odonil/ equivalent |
| 6 | Air Fresheners | 15no. | Odonil/equivalent |
| 7 | Toilet Paper Rolls | 50rolls | Wintex / equivalent |
| 8 | Urinal Cubes | 05 kg | Homocol/equivalent |
| 9 | Detergent Powder | 15 kg | Vim/Nirma/equivalent |
| 10 | Glass Cleaner | 10 L | Colin/equivalent |
| 11 | Brooms (Hard) | 20no. | Reputed Brand |
| 12 | Brooms (Soft) | 10No. | Reputed Brand |
| 13 | Road Broom (complete) | 05 no. | Reputed Brand |
| 14 | Toilet Brush | 10 no. | Reputed Brand |
| 15 | Mops/Floor Duster (Big Size) | 05 no. | Reputed Brand |
| 16 | Wiper | 10 no. | Supremo /equivalent |
| 17 | Duster (white & yellow) | 06 dozen | Reputed Brand |
| 18 | Floor Duster (Big Size) | 05 doz. | Reputed Brand |
| 19 | Chock Pump Unique | 03 no. | Reputed Brand |
| 20 | Plastic Wool (Juna) | 02 dozen | Reputed Brand |
| 21 | Plastic Mugs | 06no. | Reputed Brand |
| 22 | Dustpan | 06 no. | Reputed Brand |
| 32 | Face Tissue | 100 no. | Wintex / equivalent |
| 24 | Jala Brush | 03no. | Reputed Brand |
| 25 | Garbage Bag (100 ltr) | 15 kg | Reputed Brand |
| 26 | Hand Gloves (Rubber) | 05 Pair | Reputed Brand |
| 27 | Tiles/Granite Cleaner | 8 L | Reputed Brand |
| 28 | Steel Cleaner (Easy bang 400ml) | 2L | Reputed Brand |
| 29 | Papers Rolls for paper dispenser | 10 | Reputed Brand |
| 30 | Glass cleaning wiper | 05 | Reputed Brand |

Note: - i. The List of Cleaning Materials and Quantity shown against them as above are only indicative. The Successful Tenderers shall arrange the Required Cleaning Materials in addition to the above and shall ensure requisite quantity of all Sanitation.

ii. Agency / Contractor shall deposit above material to the DFCC officer-In charge, every month latest by 3rd day of each month. DFCC officer incharge will issue the same to agency for use. If contractor fail to do so, it will attract the penalty equal to 1.5 times of material cost not provided.

List of Tools & Plant

| S. No. | Tools & Plant | Minimum Quantity Required |
|---------------|--------------------------|----------------------------------|
| 1. | Aluminum Ladder | 03 |
| 2. | Garbage Trolley | 02 |
| 3. | Janitor Trolley | 03 |

(Note: This list only indicates Minimum Tools and Plant required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly.)

List of Machines & Plant

| S. No. | Machines & Plant | Minimum Quantity Required |
|---------------|---|----------------------------------|
| 1. | Scrubbing machine of the Suitable Capacity to cover around 2000 Sqm. area per hour. | 01 |
| 2. | Vacuum Cleaner of Min. 15L Capacity. | 03 |

(Note: This list only indicates Minimum Machines and Plant required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly.)

Section 7
FINANCIAL BID

1.0 Schedule of Rates and Quantities for Housekeeping Services:
(Schedule-A)



| | | | | |
|--|-----------------------|---------------------|------------------------------|---------------------------------------|
| A.1 | Fixed Cost | | 6999525.60 | For A.1 refer Annexure I below |
| A.2) Commission/Service Charge <i>(Bidder to quote in terms of Percentage of Estimated Cost Excluding GST)</i> | | | (Please write amount) | |
| | % of A.1 (In Figures) | % of A.1 (In Words) | | |
| Total Cost of Schedule A for 24 Months (A.1 +A.2) | | | | |

2.0 Schedule of Rates and Quantities for Sanitation Cleaning Services
(Schedule-B)

| | | | | |
|---|--|---------------------|------------------------------|--|
| COST (B.1) | | | 4784771.25 | For B.1 refer Annexure II below |
| B.2) Commission/Service Charge (Bidder to quote in terms of Percentage of Estimated Cost Excluding GST) | | | (Please write amount) | |
| | % of B.1 (In Figures) | % of B.1 (In Words) | | |
| B.3) Cost of Tools & Plant | As per Annexure –X (To be filled by bidder in figures and words) | | | |
| B.4) Machine & Plant | As per Annexure –X (To be filled by bidder in figures and words) | | | |
| B.5) Cost of Material | As per Annexure –IX (To be filled by bidder in figures and words) | | | |
| Total Cost of Schedule B for 24 Months (B.1+B.2+B.3+B.4+B.5) | | | | |
| Total cost of Schedule (A+B) | | | | |



Annexure-I

Cost for Quantities for Housekeeping Services

| DESCRIPTION | | TOTAL CTC AS PER MINIMUM WAGES ACT PER MONTH Including ESIC,PF and Bonus | REQUIREMENT IN NUMBERS | TOTAL CTC COST IN RS. PER MONTH | TOTAL CTC COST IN RS. FOR TWO YEAR (24 MONTHS) |
|--------------------------------|--|--|------------------------|---------------------------------|--|
| |  CLASS | B | B | B | B |
| |  CATEGORY | | | | |
| OFFICE BOY / CARE-TAKER | Semi-Skilled | 17847.34 | 12 | 214168.08 | 5140033.92 |
| GARDENER | Semiskilled | 17847.34 | 02 | 35694.68 | 856672.32 |
| HOUSEKEEPING SUP. | Skilled | 20892.07 | 01 | 20892.07 | 501409.68 |
| PLUMBER /CARPENTER ELECTRICIAN | Skilled | 20892.07 | 01 | 20892.01 | 501409.68 |
| A.1) | | | | | 6999525.60 |

Annexure-II

Cost for Quantities for Sanitation /Cleaning Services

| DESCRIPTION | | TOTAL CTC AS PER MINIMUM WAGES ACT PER MONTH Including ESIC,PF and Bonus | REQUIREMENT IN NUMBERS | TOTAL CTC COST IN RS. PER MONTH | TOTAL CTC COST IN RS. FOR TWO YEAR (24 MONTHS) |
|---------------------|--|--|------------------------|---------------------------------|--|
| |  CLASS | C | C | C | C |
| |  CATEGORY | | | | |
| SANITARY WORKER | Semi-Skilled | 17847.34 | 10 | 178473.4 | 4283361.6 |
| SANITARY SUPERVISOR | Skilled | 20892.07 | 01 | 20892.07 | 501409.68 |
| COST (B.1) | | | | | 4784771.25 |

General:

- (i) Whichever Daily Wages under the Minimum Wages Act notified by Govt. of Uttar Pradesh or Ministry of Labour and Employment, Govt. of India are more for various categories of workers mentioned in the Schedule A and B above as mentioned in the notification, shall deemed to be the reference for calculation of monthly wages and would be revised from time to time as per the notification from the Appropriate Authority. The Sanitation/cleaning & housekeeping services Agency (Contractor) shall be reimbursed accordingly.
- (ii) GST shall be paid as per applicability and based on Documentary Proof.
- (iii) Sanitation/cleaning & housekeeping services Personnel can also be booked on Sundays/Holidays and in such a case, a weekly rest will be given on any working day of the following week or proportionate payment due shall be made. The payment for extra day/deduction in wages for a day will be calculated on the notified Daily Wage Rate under Minimum Wages Act.
- (iv) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
- (v) Two sets of uniform to the outsourced manpower per year shall be provided by Sanitation/cleaning & housekeeping services Agency (Contractor) and following reimbursement shall be done to the Sanitation/cleaning & housekeeping services Agency (Contractor) by DFCCIL: -
For Semi-Skilled Staff, Rs.1200/- per worker per year;
For Skilled Staff, Rs. 2000/- per worker per year.
- (vi) Besides the categories mentioned above, DFCCIL may ask the Sanitation/cleaning & housekeeping services Agency (Contractor) 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.