



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

Tender Document

**Name of Work: Housekeeping Services for the
DFCCIL Corporate Office, New Delhi**

**Tender No.: HQ/Admin./Tender/Housekeeping Services/21
(Participation through E-Tender only)**

Visit: www.gem.gov.in

June 2021

Corporate Office:

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),
5th Floor, Supreme Court Metro Station Building Complex,
New Delhi-110001.
Phone: +91-11-23454700: Fax: +91-11-23454701**

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

Online bids are invited from reputed, experienced and financially sound Companies/Firms/Agencies for Outsourcing of Housekeeping Services for DFCCIL Corporate Office, New Delhi as per the following schedule:-

1.1	Tender No.	HQ/Admin./Tender/Housekeeping Services/21
1.2	Name Of Work	Housekeeping Services for the DFCCIL Corporate Office, New Delhi
1.3	Type of Tender	E-Open Tender
1.4	Duration of Contract	Two Years and further extendable by One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.
1.5	Estimated Cost of Work	Rs. 5,97,11,216/-Excluding GST
1.6	Earnest Money Deposit (EMD) (Tender Security)	As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security. Bid Security Declaration Form should be signed and deposited with the Tender Documents (Annexure -IX). Tenders received without Bid 'Security Declaration Form' shall be summarily rejected.
1.7	Uploading of NIT and Tender Document	As mentioned in GeM on www.gem.gov.in
1.8	Last Date and Time of Submission of Tender (Online)	As mentioned in GeM on www.gem.gov.in
1.9	Date of Time of Opening of Tender (Online)	As mentioned in GeM on www.gem.gov.in
1.10	Tender Validity	120 days from the Date of Opening of Tender.
1.11	Address for Communication	Manager/Administration-III, Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5 th Floor, Supreme Court Metro Station Building Complex, New Delhi-110001. Mobile: 9717636816, Centralized Fax 011-23454701.
1.12	Help Desk for E- Tendering on www.gem.gov.in	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.gem.gov.in
1.13	Availability of Tender Documents	The Tender documents can be downloaded from www.gem.gov.in , Tenderer who wishes to view free Notification and Tender Documents can visit www.gem.gov.in , DFCCIL's website www.dfccil.com & Central Procurement Portal, www.eprocure.gov.in ; DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least three days in advance of date of opening of tenders and placed on website www.gem.gov.in only.

2.0 General

- 2.1 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.
- 2.3 The Offer shall be valid for 120 days from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.gem.gov.in. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

SECTION 2

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

To,

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

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

Ref.: Tender No. HQ/Admin./Tender/Housekeeping Services/21.

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 Bid Security . I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Tender Document for the execution of present contract.
2. Declaration on prescribed format indicating bid security is submitted along with this bid to any other rights or remedies if:
 - i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - ii) I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 3% of contract value) as per the Annexure I of Tender Document, within 15 days of issue of letter of acceptance; or
 - iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - iv) I/We withdraw the offer during the period of validity/extended validity; or
 - v) When any of the information furnished by the tenderer not found true.
3. Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.

(Signature of Bidder)

(Name and Address of Bidder)

(Signature of Witness)

(Name & Address of Witness)

ii) CHECK LIST for DOCUMENTS to BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	Earnest Money Deposit (EMD) Declaration in the prescribed form.	
2.	The Covering Letter as per format given in the Section 2.	
3.	Registration Certificate for ESI, EPF& Contract Labour (Regulation and Abolition) Act 1970 & Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970.	
4.	Certified Copy of GST No, PAN Card & Aadhaar Card.	
5.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.	
6.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III	
7.	Experience Certificate as per Annexure-IV and Affidavit as per Annexure-VI.	
8.	Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2017-18, 2018-19 and 2019-20 and Un-Audited Turnover for the Year 2020-21 Certified by a Chartered Accountant as per Annexure V.	
9.	Financial Bid to be filled Online.	

Important Notes:

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

SECTION 3

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY CRITERIA:-

S.No.	Criteria	Documents Required
(i)	<p>The Bidder should have successfully completed at least one work of providing 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 Housekeeping Services 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 2017-18, 2018-19 and 2019-20 and Un-Audited Turnover for the Year 2020-21 Certified by 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 Labour (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 Aadhaar Card.	Certified Copy of GST Registration Number, PAN Card and Aadhaar 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	Affidavit/Documents to be enclosed. Performa of Affidavit is given in Annexure VI of the Tender Document.

	not been any work cancelled against them for poor performance.	
Note: Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria.		

2.0 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) and Un-Audited Turnover for the Year 2020-21 Certified by a Chartered Accountant as per Annexure V.	2017-18	2018-19	2019-20	2020-21

3.0 **Tender Document Obtaining Process**

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

3.2 Submission of Offer

3.2.1 Tender shall be submitted through Online mode only at GeM. Tender submitted by any other mode will not be accepted.

3.2.2 The Addendum/Corrigendum, if any; shall be hosted on GeM Portal only.

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

3.2.4 **The supporting documents for Eligibility Criteria are essentially required to be uploaded on GeM portal with copy of tender document.**

3.2.5 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.

3.2.6 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 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.

7.0 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.

8.0 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 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.

9.0 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.

10.0 Modification/Substitution/Withdrawal of Bids:

- i) The Bidder may modify, substitute or withdraw its e-bid after submission, prior to 15:00 hrs. as per GeM (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii) Any alteration/modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

11.0 Opening and Evaluation of Bids:

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

Address: Online Opening of Tender

Manager/Admin-III

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)

5th Floor, Supreme Court Metro Station Building Complex

New Delhi-110001

12.0 Deadline for Submission of Tender

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

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

14.0 Earnest Money Deposit (Tender Security):

- i) A Declaration of bid security (EMD) will have to be submitted by tenderer on prescribed format given at Annexure – IX

- ii) 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 3 % 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.

SECTION 4

GENERAL CONDITIONS OF CONTRACT

1.0 SECURITY DEPOSIT (Retention Money):

A Retention amount equal to 10% of each bill shall be retained till the total security available is 5% of the contract value. The Retention Money, unless forfeited in whole or in part according to the terms and conditions mentioned in the Tender Document, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention Money.

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

2.0 PERFORMANCE SECURITY:

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

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

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

3.0 DURATION:

Two Years and further Extendable by One Year at the Same Rates, 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. The bidder must have its office in Delhi/NCR.

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 VARIATION:

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

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

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

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

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

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

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

12.0 In pursuance of the Public procurement policy on MSE:

- (i) Tender document will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 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.

13.0 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.

14.0 INDEMNITY:

The 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 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 Housekeeping Services Agency (Contractor).

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

16.0 FORCE MAJEURE:

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

measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

17.0 RESOLUTION OF DISPUTES AND ARBITRATION:

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

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

18.0 TERMINATION OF CONTRACT:

In case the services of the 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 Housekeeping Staff, delay or inability to provide replacements, poor performance of Housekeeping Staff, poor discipline, discourteous 15is favour of 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.

19.0 Jurisdiction of Courts:

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

20.0 Rights of DFCCIL:

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

21.0 IMPLEMENTATION OF INTEGRITY PACT:

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

SECTION 5

SCOPE OF 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 DFCCIL Corporate Office. 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 is to be provided:

a) Office Boys (Requirement – 46 Nos.):

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, Board Room, Conference Halls, Meeting Rooms, Reception Areas etc. 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) Care-Taker cum Cooks (Requirement-2 Nos.):

The minimum qualification of Care-Taker cum Cook shall be Class VIII. The duties assigned shall be as follows:

- (i) Upkeep and Cleaning of Rest House /Guest House and Dusting of Furniture, Equipment etc. provided there.
- (ii) Cooking and Serving of Tea/Coffee/Beverages, Snacks, Meals etc.
- (iii) Cleaning and Washing of Utensils/Crockery/Cutlery.
- (iv) Linen (Bed Sheets, Pillow Covers, Blankets etc.) Management.
- (v) Facilitating Sanitation, Maintenance and Repair Activities of the Rest House.
- (vi) To attend DFCCIL Officers/Staff in the Rest House/Guest House on a round the clock basis.
- (vii) Maintenance of Log Book of Rest House/Guest House.
- (viii) Operation of the Equipment provided in the Rest House/Guest House.
- (ix) Any Other Work related to Rest House/Guest House or assigned by the Officer In-Charge.

c) Gardeners (Requirement-8 Nos.):

The minimum qualification of Gardener shall be three years minimum experience in a reputed PSU/Institute/Organization. The duties assigned shall be as follows:

- (i) Daily Maintenance of Plants provided in DFCCIL Corporate Office.
- (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 is to be provided:

a) Housekeeping Supervisors (Requirement-02 Nos.):

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 Housekeeping 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 (Requirement – 01 No.):

The minimum qualification of Plumber shall be relevant ITI Preferably having minimum experience in Plumbing of three year in reputed PSU/Institute/Organization. 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) Carpenters (Requirement – 02 Nos.):

The minimum qualification of Carpenter shall be relevant ITI Preferably having minimum experience in Plumbing of three year in reputed PSU/Institute/Organization. The duties assigned shall be as follows:

- (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) Electricians cum Lift Operators and AC Mechanics (Requirement – 13 No.):

The minimum qualification of Electrician cum Lift Operator shall be relevant ITI and Minimum experience of 03 year reputed PSU/Institute/ Organization OR Minimum 05 year experience of working in reputed PSU/Institute/Organization.

The minimum qualification of AC Mechanics shall be relevant ITI and Minimum experience of One year OR minimum five year experience of working in reputed PSU/Institute/Organization.

The duties assigned shall be as follows:

- (i) Troubleshooting, Repair and Maintenance of all Electricals/AC systems including Electrical Circuits, Lighting and Electrical Equipment installed in the DFCCIL Corporate Office premises.
- (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 Corporate Office 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.

e) Data Entry Operators (Requirement – 05 No.):

The minimum qualification of Data Entry Operator shall be Graduate with minimum experience of one year, proficient in Computer Works

and working knowledge of MS-Word, MS-Excel etc. minimum Typing speed shall be 40 words per minute Preferably Minimum experience of 03 years in reputed PSU/Institute/ Organization.

The duties assigned shall be as follows:

- (i) All Computer related Works including Typing, Data Entry and Data Analysis Works.
- (ii) Any Other Work assigned by the Officer In-Charge.

f) Mason (Requirement – 01 No.):

One year minimum work experience with reputed PSU/Institute/Organization. The duties assigned shall be as follows:

- i) Minor Mason Works like brick work and plaster.
- ii) Minor Repair of floor and walls including fixing and repair of tiles and other fittings.
- iii) Stop of water leaking from roof and water tanks.
- iv) Minor repair/adjustment of floors, tiles etc.
- v) Minor fabrication works.
- vi) Any Other Work assigned by the Officer In-Charge.

g) Receptionist (Requirement – 03 No.):

The minimum qualification of Receptionist shall be Graduate or 01 year diploma in office management and Good command over spoken English and Hindi language and knowledge of computer with minimum 02yrs experience of front office services at reputed Organization/Office.

Well versed with operation of all office equipment like EPBAX.

The duties assigned shall be as follows:

- i) All Computer related Works including Typing, Data Entry and Data Analysis Works.
- ii) Attending phone calls, fax, e-mails at front desk of Corporate office.
- (iii) Any Other Work assigned by the Officer In-Charge.

2.0 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 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.
- c) Efforts to be made to engage atleast 20% women staff. Maximum age of all employees will be 60 years.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

1 OBLIGATION OF HOUSEKEEPING SERVICES AGENCY (CONTRACTOR)

- 1.1 The 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.
- 1.2 It shall be the responsibility of the 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 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 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 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 Housekeeping Services Agency (Contractor) shall provide a suitable replacement acceptable to DFCCIL within 03 days.
- 1.5 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 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 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 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 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 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 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 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 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 Housekeeping Services Agency (Contractor). The 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 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 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 Housekeeping Services Agency (Contractor) and Housekeeping Services Agency (Contractor) shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 1.12 The 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 Housekeeping Services Agency (Contractor) at the premises of DFCCIL shall be provided by the Housekeeping Services Agency (Contractor) and it shall be monitored by the

Housekeeping Services Agency (Contractor). These attendance rolls shall be signed by the authorized representative of 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 in the DFCCIL Corporate Office.

1.14 Notwithstanding anything herein contained, the 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 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 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 Housekeeping Services Agency (Contractor) and the staff in the circumstances provided herein above. The 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 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 the 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 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 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 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 Housekeeping Services Agency (Contractor) shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. The

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 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.

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 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 Housekeeping Services Agency (Contractor) that Cost to the Company does not increase.

- 3.0** All precautions and checks are being exercised in deploying the Outsourced staff as per the laid down Yardstick.

Proposed Specifications of qualification/experience for different categories and provisions for experienced candidates and leaves/overtime allowance and night duty are described as under :

S.No.	Category	Qualification	Experience
Semi-Skilled			
1	Office Boys	Minimum Class VIII	-
2	Care-Taker cum Cooks	-	Three year Experience as caretaker cum-cook in reputed PSU/Institute/Organizations
3	Gardeners	-	three years minimum experience in a reputed PSU/Institute/Organization
Skilled Category			
1	Housekeeping Supervisors	Minimum Class XII	-
2	Plumber	Relevant ITI	Preferably having minimum experience in Plumbing of three year in reputed PSU/Institute/Organization
3	Carpenters	Relevant ITI	Preferably having minimum experience in Plumbing of three year in reputed PSU/Institute/Organization
4	Electricians cum Lift Operators	Relevant ITI	Minimum experience of 03 year in reputed PSU/Institute/ Organization OR

			Minimum 05 year experience of working in reputed PSU/Institute/Organization
5	Data Entry Operators	Graduate with minimum experience of one year, proficient in Computer Works and working knowledge of MS-Word, MS-Excel etc. Minimum Typing speed shall be 40 words per minute	Preferably Minimum experience of 03 year in reputed PSU/Institute/Organization
6	AC Mechanic	Relevant ITI	Minimum experience of One year OR minimum five year experience of working in reputed PSU/Institute/Organization
7	Receptionist (Only Female)	Graduate or 01 year diploma in office management	Good command over spoken English and Hindi language and knowledge of computer with minimum 02yrs experience of front office services at reputed Organization/Office. Well versed with operation of all office equipment like EPBAX
8	Mason	-	one year minimum work experience with reputed PSU/Institute/Organization

3.1 Outsourced employees both Unskilled, Semi-Skilled and of skilled category are engaged to work with DFCCIL through an agency fixed by it from time to time.

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

(i) Uniform to be supplied to the Housekeeping staffs:

a) For Semi Skilled

- i) 02 sets of shirts and Trousers for summer
- ii) 02 full sleeves shirts for winter
- iii) 02 pairs of shoes and
- iv) 02 woollen sweaters

b) For Skilled

- i) 02 sets of shirts and Trousers for summer
- ii) 02 full sleeves shirts for winter
- iii) 02 pairs of shoes and
- iv) 02 woollen sweaters
- v) 01 woollen coat

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

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

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

3.3 Leave :

a) Each employee to be given one full pay leave per month which will be carry forward in calendar year subject to maximum 12 in a calendar year (The sanctioning of the leave will be decided by DFCCIL Reporting Officer. In case prior approval is not taken for leave, it will be considered as unauthorized absence and penalty will be as per para 09).

b) The Manpower Service Provider shall not terminate the services of hired Manpower unilaterally. In case any hired manpower is proposed to be replaced/terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.

c) If an outsourced Manpower deployed is absent on a particular day or comes late/leaves early the extant instructions prevailing in the Company in this regard and as modified from time to time will be applicable. However, no habitual late comer would be allowed to work and it will be the responsibility of the Manpower service provider to provide a substitute.

d) If a worker proceeds on long leave or leaves the job, it will be the responsibility of the manpower service provider to provide a substitute immediately. In case substitute is not provided, deduction of charges will be made on a pro-rata basis from the monthly bills. Further, if a substitute is not provided within a period of 05 days, deduction @ double the charges per worker will be made.

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

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

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

3.6 Outstation Allowance : Rs. 1000/- per day including stay charges, if the stay is for 24 hours or more, including minimum six hours of night stay between 10:00 PM to 06:00 AM. For stay up to 12 hours, only Rs. 500/- to be paid. Charges of Rail/Bus will be paid extra on production of ticket. No Night duty allowance admissible during outstation duty.

3.7 There shall be three types of pay structures for both Skilled and Semi –skilled /Unskilled categories, depending on the years of service rendered by them in DFCCIL

a) Fresh employment till completion of 05 years – minimum wages as given in para 3.

b) Worked earlier with DFCCIL for more than 05 years till completion of 10 years of engagement (Deducting breaks in service, if any) w.e.f. 01/07/21 (inclusive) – Rs. 1000/- + monthly minimum wages.

c) Worked earlier with DFCCIL for more than 10 years of engagement (Deducting breaks in service, if any) in the last 10 years w.e.f. 01/07/21 (inclusive) –Rs. 2500/- + monthly minimum wages.

3.8 Penalty: Penalty for an amount of Rs. 500/- to Rs. 2,000/- per case per day depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

a) Frequent late comer/absence of outsourced manpower;

- b) Any in-disciplined behaviour by the outsourced manpower which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.;
- c) Discourteous behaviour towards any officer or manpower of DFCCIL;
- d) Not carrying out the duties in a satisfactory manner and
- e) Damage or stealing of any asset or property of DFCCIL or officers and manpower of DFCCIL.

Note: Manager/Admin.-III or any other authorized officer of DFCCIL would be the competent Authority to decide the penalty amount and approve the penalty.

3.9 Police Verification – Police verification to be done by the contractor.

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

ANNEXURE-I

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated:

To,

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

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

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

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

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

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

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

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

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

We _____ (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the

performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinbefore:

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

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

Bank Seal

Signature of Bank Authorize Official with seal

Name:

Designation:

Address:

Witness:

1. Name
Designation
Address

2. Name
Designation
Address

ANNEXURE-II

FORM OF AGREEMENT

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

Name of the work:

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a) Letter of Acceptance (LOA).
 - b) Notice Inviting Tender.
 - c) Check List for Documents to be submitted.
 - d) Instructions to Bidders.
 - e) General Conditions of Contract.
 - f) Scope of 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.

5. Particulars of Registration with Government.

ANNEXURE-IV

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

M/s..... has provided 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.2014-15, 2015-16, 2016-17 and from April 2017 till date.

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>2017-18</i>	
<i>2</i>	<i>2018-19</i>	
<i>3</i>	<i>2019-20</i>	
<i>4</i>	<i>2020-21</i>	
	<i>TOTAL</i>	

- For Financial Years 2017-18, 2018-19 and 2019-20, Copies of the Audited Balance Sheet may please be attached.
- For 2020-21, 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.

ANNEXURE-VII

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 _____

Annexure VIII

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 Housekeeping Services Contract and the Housekeeping Services Agency (Contractor) is willing to offer/has offered for stores or works.

WHEREAS the 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 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 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:

1 Commitments of the CLIENT

- 1.1 CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with 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 Housekeeping Services Agency (Contractor) either for themselves or any person, organization or third party related to the Housekeeping Services Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the 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 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 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.

2 Commitments of Bidders

The 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 Housekeeping Services Contract or in furtherance to secure it and in particular committee itself to the following:-

- 2.1 The 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 Housekeeping Services Contract .

- 2.2 The 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 Housekeeping Services Contract or any other Housekeeping Services Contract with the Government/PSU for showing or forbearing to show favour or 40is favour to any person in relation to the Housekeeping Services Contract or any other Housekeeping Services Contract with the Government/PSU.
- 2.3* Housekeeping Services Agency (Contractor) shall disclose the name and address of agents and representatives and Indian Housekeeping Services Agency (Contractor) shall disclose their foreign principals or associates.
- 2.4* 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.
- 2.5 Housekeeping Services Agency (Contractor) further confirms and declares to the CLIENT that the 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 Housekeeping Services Contract to the 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.
- 2.6 The 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.
- 2.7 The 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.
- 2.8 The Housekeeping Services Agency (Contractor) will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The 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 Housekeeping Services Agency (Contractor) also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.10 The 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.
- 2.11 The Housekeeping Services Agency (Contractor) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the Housekeeping Services Agency (Contractor) or any employee of the Housekeeping Services Agency (Contractor) or any person acting on behalf of the 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 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.

- 2.13 The 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.

3. Previous Transaction

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

4. Security Deposit

- 4.1 Validity of Security Deposit shall be as per terms and conditions of the contract.
- 4.2 In case of the successful Housekeeping Services Agency (Contractor) a clause would also be incorporated in the Article pertaining to Security Deposit in the Canteen Services Service Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Security Deposit in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 4.3 No interest shall be payable by the CLIENT to the Housekeeping Services Agency (Contractor) on Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the 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 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 Housekeeping Services Agency (Contractor).
- iii. To recover all sums already paid by the CLIENT, and in cases of an Indian 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 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 Housekeeping Services Agency (Contractor). However, the proceedings with the other BIDDERS would continue.
- iv. With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the 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 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 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 Housekeeping Services Agency (Contractor).
- vii. To debar the 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 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 Housekeeping Services Contract signed by the CLIENT with the Housekeeping Services Agency (Contractor), the same shall not be opened.
- x. Deleted

6.0 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 Housekeeping Services Agency

(Contractor) or any one employed by it or acting on its behalf (whether with or without the knowledge of the 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.

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

7. Fall Clause

7.1 The 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 were 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 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 consultation 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 notice, 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 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 documents of the 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 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 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
Designation
Dept./Ministry/PSU

(Service Provider)

Witness

1. _____
2. _____

Witness

1. _____
2. _____

Annexure – IX

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal
(where appropriate)

Section 7
FINANCIAL BID

1.0 Schedule of Rates and Quantities:

S.No	Category	Quantity in Man Months	Wages Applicable	Gross Wage Per Month (Including of ESI, EPF and Bonus) (in Rs.)	Remuneration Payable for 24 Months (in Rs.)
A)	Office Boys	69*24=1656	As applicable for Semi Skilled Workers	22,460/-p.m.	Rs.3,71,93,760/-
B)	Cook/ Caretaker for Guest House	03*24=72	As applicable for Semi Skilled Workers	22,460/-p.m.	Rs.16,17,120/-
C)	Gardener	08*24=192	As applicable for Semi Skilled Workers	22,460/-p.m.	Rs.43,12,320/-
D)	Electricians cum Lift Operators and AC Mechanics	13*24=312	As applicable for Skilled Workers	24,492/- p.m.	Rs. 76,41,504/-
E)	Carpenter and Artisan	02*24=48	-do	24,492/- p.m.	Rs.11,75,616/-
F)	Plumber	01*24=24	-do	24,492/- p.m.	Rs. 5,87,808/-
G)	Data Entry Operator	05*24=120	-do	24,492/- p.m.	Rs.29,39,040/-
H)	House Keeping Supervisors	02*24=48	-do	24,492/- p.m.	Rs.11,75,616/-
I)	Mason	01*24=24	-do-	24,492/- p.m.	Rs. 5,87,808/-
J)	Receptionist	03*24=72	-do	24,492/- p.m.	Rs. 17,63,424/-
K)	<i>Total Remuneration Payable for 24 Months.</i>	107*24=2568			Rs. 5,89,94,016/-
L)	<i>Reimbursement of Cost of Uniform</i>	80 Workers (Semi Skilled) * Rs. 3200/- per Year * 2 Years 27 Workers (Skilled) * Rs. 3800/- per Year * 2 Years			Rs. 5,12,000/- Plus Rs. 2,05,200/-
M)	<i>Estimated Cost Excluding Commission and GST M =</i>	Rs. 5,89,94,016/-+ Rs. 7,17,200/- =			Rs. 5,97,11,216/-

	(K+L)	Rs. 5,97,11,216/-	
N)	Estimated Commission/Service Charge	Nil	Nil
O)	Estimated Cost Including Commission and Excluding GST (M=K+L)	Nil	Nil
	Commission/Service Charge (Bidder to quote in terms of Percentage on Estimated Cost Excluding Commission and GST (M)).	<p>_____ % of Rs. 5,97,11,216/-</p> <p>(In Figures)</p> <p>_____ Percent of Rs. 5,97,11,216/-</p> <p>(In Words)</p>	

2.0 Calculation of Remuneration to Skilled and Semi-Skilled Staff:

Category	Quantity	Basic Wage Per Month (in Rs.)	EPF Per Month (in Rs.) 13%	ESI Per Month (in Rs.) 3.25%	Bonus Per Month (in Rs.) 8.33%	Gross Pay Per Month (in Rs.)
Skilled Workers (Electrician, Lift Operator, Plumber, Carpenter, Data Entry Operator, Supervisor, Artisan)	27	20202	1950	657	1683	24492
Semi-Skilled Workers (Office Boys, Caretaker cum Cook, Gardener)	80	18382	1950	597	1531	22460

(Note The Gross Wage is calculated as per Ministry of Labour and Employment, Govt. of India's Notification No. 1/20(3)/2020-LS-II dated 12.10.2020).

General:

- (i) Whichever Daily Wages under the Minimum Wages Act notified by Govt. of NCT of Delhi or Ministry of Labour and Employment, Govt. of India are more for various categories of workers mentioned in the Table 1 and 2 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 Housekeeping Services Agency (Contractor) shall be reimbursed accordingly.
- (ii) GST shall be paid as per applicability and based on Documentary Proof.
- (iii) 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) Uniform to be supplied to the Housekeeping staffs:
 - a) For Semi Skilled
 - i) 02 sets of shirts and Trousers for summer
 - ii) 02 sets of full sleeves shirts for winter
 - iii) 02 pairs of shoes and
 - iv) 02 woollen sweaters
 - b) For Skilled
 - i) 02 sets of shirts and Trousers for summer
 - ii) 02 sets of full sleeves shirts for winter
 - iii) 02 pairs of shoes and
 - iv) 02 woollen sweaters
 - v) 01 woollen coat

The above articles shall be provided by Housekeeping Services Agency (Contractor) and following reimbursement on monthly basis shall be done to the Housekeeping Services Agency (Contractor) by DFCCIL:-

For Semi-Skilled Staff, Rs.3200/- per worker per year;
For Skilled Staff, Rs. 3800/- per worker per year.

- (vi) Besides the categories mentioned above, DFCCIL may ask the 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.

End of Tender Document