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Dedicated Freight Corridor Corporation of India Ltd.

A Government of India (Ministry of Railways) Enterprise

E-Tender Document

For

Name of Work: - Engagement of Contractor for Outsourcing of Secretarial and Support Manpower services at Offices in the Jurisdiction of CGM/North/Mumbai Unit of DFCCIL at Mumbai, Dahanu Road, Valsad, Navsari, Surat and Western Railway.

Tender No.: - MUM/N/HR/Manpower Outsource/820, dtd. 24.09.2021

(Participation through e-Tender Only)

Visit: www.ireps.gov.in/ its link at www.dfccil.com

(Help Desk of IREPS : 011-23761525)

September 2021

Employer:

**CHIEF GENERAL MANAGER / NORTH / MUMBAI
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

Under

MINISTRY OF RAILWAYS

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SECTION - 1

(i) NOTICE INVITING TENDER (NIT) (Online)

1.0 Chief General Manager /North / Mumbai for and on behalf of DFCCIL invites Tender on prescribed forms for the execution of the following work:

1.1	Tender No.	MUM/N/HR/Manpower Outsource/820, dated 24.09.2021
1.2	Name of Work	Engagement of Contractor for Outsourcing of Secretarial and Support Manpower services at Offices in the Jurisdiction of CGM/North/Mumbai Unit of DFCCIL at Mumbai, Dahanu Road, Valsad, Navsari, Surat and Western Railway.
1.3	Type of Tender	Open Tender (Single Packet Open E- tender).
1.4	Duration of Contract	24 months
1.5	Estimated Cost of Work	Rs. 3,69,20,895/- (NIT Cost Excluding GST & Commission)
1.6	Cost of Tender Document (Non- Refundable)	Rs. 10,000/- Plus GST @ 18% = Rs 11,800/- to be paid online through payment gateway provided at www.ireps.gov.in
1.7	Earnest Money Deposit (earnest) (Tender Security)	Bid Security Declaration In lieu of Earnest Money: Contractor to submit Bid Security Declaration as per attached Format. Tenders received without Bid Security Declaration shall be summarily rejected.
1.8	Uploading of NIT and Tender Document	24.09.2021 at 15.00 hrs. on www.ireps.gov.in
1.9	Last Date and Time of Submission of Tender (Online)	14.10.2021 up to 15.00 hrs. on www.ireps.gov.in
1.10	Date and Time of Opening of Tender (Online)	14.10.2021 at 15.30 hrs. on www.ireps.gov.in
1.11	Tender Validity	120 days from the Date of Opening of Tender.
1.12	Address for Communication	Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001
1.13	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature contact at Help desk of www.ireps.gov.in and phone No. 011-23761525

1.14	Availability of Tender Documents	<p>The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in</p> <p>DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least Fifteen days in advance of date of opening of tender and placed on the www.ireps.gov.in only.</p>
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2.0 General

2.1 No request for extension of the Tender Due Date shall be considered.

2.2 The Offer shall be valid for 120 Days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration.

2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E-Tendering website www.ireps.gov.in. Tenderer 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.

Format for Covering Letter of Tender.

(On Letter Head of Firm/Company)

To,

Chief General Manager /North,
DFCCIL, 7th Floor, New Administrative Building,
D. N. Road, Mumbai 400 001

Sub.: Engagement of Contractor for Outsourcing of Secretarial and Support Manpower services at Offices in the Jurisdiction of CGM/North/Mumbai Unit of DFCCIL at Mumbai, Dahanu Road, Valsad, Navsari and Surat.

Ref: Tender No. MUM/N/HR/Manpower Outsource/820, dated 24.09.2021.

1. I /We..... have read the various terms and conditions of tender attached hereto and hereby agree to adhere 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 the same and if I/We default thereof, I/We will be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 24 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration. 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 laid down by the DFCCIL Administration for the execution of present contract.
2. Bid Security Declaration In lieu of Earnest Money Deposit is submitted along with offer. I/We will be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 24 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies if:
 - a. I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - b. 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
 - c. 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
 - d. I/We withdraw the offer during the period of validity/extended validity; or
 - e. When any of the information furnished by the tenderer not found true.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the Letter of Acceptance or my/our accepted offer for the work.

(Signature of Bidder)

(Name and Address of the Bidder)

(Signature of witness)

(Name and Address of the Witness)

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	The Covering Letter as per format given in the Section 2.	
2.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3.	Certified Copy of GST No, PAN Card & Aadhar Card.	
4.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.	
5.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure- III	
6.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	

Important Notes:

Documents No. 1 to 6, should be scanned and uploaded along with offer as attachment at website www.ireps.gov.in.

SECTION - 2

INSTRUCTIONS TO BIDDERS

1.0 The salient features of the contract are as follows:

i.	Tender No.	MUM/N/HR/Manpower Outsource/820, dated 24.09.2021
ii.	Name of work	Engagement of Contractor for Outsourcing of Secretarial and Support Manpower services at Offices in the Jurisdiction of CGM/North/Mumbai Unit of DFCCIL at Mumbai, Dahanu Road, Valsad, Navsari, Surat and Western Railway.
iii.	Duration of contract	24 months from the Date as Specified in the Letter of Acceptance and further Extendable at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Contract value	Rs. 3,69,20,895/- (NIT Cost Excluding GST & Commission)
v.	Earnest money	Bid Security Declaration In lieu of Earnest Money: Contractor to submit Bid Security Declaration as per attached Format In lieu of Earnest Money. Tenders received without Bid Security Declaration shall be summarily rejected.
vi.	Performance Security	3% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security deposit/ Retention Money	Overall Security Deposit is 10% of Contract Value. Security Deposit shall be deducted @ 10% from each of the running bills till realization of the full amount.

2.0 SUBMISSION OF E-TENDER: -

2.1 Tender Document Obtaining Process

- 2.1.1** It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.
- 2.1.2** To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have User ID and Password.
- 2.1.3** www.ireps.gov.in is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in.

2.2 Submission of Offer: -

- 2.2.1** Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.

- 2.2.2** All the required documents (legible) as mentioned in Check list from S. No. 1-6 have to be uploaded along with the offer on www.ireps.gov.in **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**
- 2.2.3** The detailed instructions of e-tendering can be read through website www.ireps.gov.in
- 2.2.4** The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in
- 2.2.5** The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- 2.2.6** The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in.
- 2.2.7** The **bid** shall be accepted through **Online mode only.**
- 2.2.8** Tenderers 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.
- 3.0** The Tenderers 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 Contractor 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 ten days before the due date of submission of the tender.
- 4.0** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 5.0** 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.
- 6.0** After award of contract to the Successful Contractor, 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.
- 7.0** 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 Open E-Tender.
 - (iii) Instructions to Bidders.
 - (iv) General Conditions of Contract.
 - (v) Scope of Work.
 - (vi) Special Terms & 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.

- 8.0** Contractor 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.

- 9.0** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 10.0** DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 11.0** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Tenderers shall be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 24 months from the date of such banning done on e-platform IREPS. The decision of the DFCCIL in this regard shall be final and binding.
- 12.0** The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor.
- 13.0 Modification/Substitution/Withdrawal of Bids:**
- i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
 - ii) The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.
- 14.0 Opening and Evaluation of Bids:**
- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section -I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.
Address: Online Opening of Tender
Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001
 - (ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non- Responsive.
 - (iii) The Authority Shall Open Bid Documents received in electronic form Online at 15.30 hours on 14.10.2021.
- 15.0 Deadlines for Submission of Tender:**
- Tenderer must ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 14.10.2021).
- 16.0** Contractor may visit the site on any working day to assess the Scope of Work before submitting their offer.

17.0 Cost of Tender Document:

The Tenderer shall deposit cost of tender as prescribed in section-I, online through payment gateway of www.ireps.gov.in

18.0 Earnest Money Deposit/Bid Security Declaration (Tender Security):

- (i) Tenderer must submit the Bid Security Declaration in prescribed format along with their offer.
- (ii) Tenders received without Bid Security Declaration in the manner given in the format shall be summarily rejected.
- (iii) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right to banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies 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.

- 19. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

19.1 Exemption from paying tender fees & Earnest Money Deposit

- i) Micro and small Enterprises (MSEs) – registered with District Industries centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered – shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit (EMD).

- ii) Price Preference: The price preference to MSEs shall be applicable as per prevailing government norms / public procurement policy.

iii) DOCUMENT REQUIRED FOR AVAILING EXEMPTION OF TENDER FEE AND EMD FOR NSIC / MSEs

The following procedure is adopted for the bidders registered with NSIC / MSEs:

The MSMEs who intent to claim benefits under MSME act, shall fulfil the following, otherwise they run the risk of their bid being passed over as “INELIGIBLE” for the benefits.

Applicable to MSMEs and their bid will not be considered for evaluation.

- a. MSMEs, which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing / Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).
- b. The certificate with monetary limit indicated should be valid on the scheduled date / Extended date of submission of tender. Certificate without monetary limit will not be considered.
- c. The items of Product /Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of items of Tendered).
- d. The monetary limit stipulated in the certificate of MSMEs should be equal or more than the value of work (s)/Supply is /are "in hand (Progress)" awarded under MSME benefits during the financial year plus estimate cost of this tender for availing EMD exemptions.
- e. If Monetary limit is less than the value of works(s)/Supply is/are "In hand (Progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "Competency Certificate" from NSIC for participating in this tender as well as to avail MSME benefits.
- f. Scanned copy of No. NSIC / MSME registration certificate duly digitally signed to be uploaded along with tender document.
- g. During bid evaluation, EMD exemption shall be granted to the NSIC/MSME registered. In case the NISC/MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

20.0 Award of Contract

- 20.1 Contract will be awarded to the technically & financially suitable and eligible Contractor Firm /Agency quoting the lowest rate of commission as indicated in Section-6. In case of more than one technically & financially suitable bidder quoting similar lowest rate of commission, DFCCIL reserves the right to split the award, as deemed fit by DFCCIL.

Employer shall notify the successful tenderer in writing by a Registered Letter/Speed Post or per bearer that his tender has been accepted.

- 20.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.



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Dedicated Freight Corridor Corporation of India Ltd.

A Govt. of India (Ministry of Railway) Enterprise

SECTION - 3

NOTICE INVITING OPEN E-TENDER

Tender No.: MUM/North/HR/Manpower Outsourcing/820

Date- 24.09.2021

Sub: - Tender Notice for the work of "Engagement of Contractor for Outsourcing of Secretarial and Support Manpower services at Offices in the Jurisdiction of CGM/North/Mumbai Unit of DFCCIL at Mumbai, Dahanu Road, Valsad, Navsari, Surat and Western Railway. "

- 1.0 Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is a Special Purpose Vehicle set up under the administrative control of Ministry of DFCCILs to undertake planning & development, mobilization of financial resources and construction, maintenance and operation of the Dedicated Freight Corridors. DFCCIL was incorporated in October 2006 under Indian Companies Act 1956. At present the company is undertaking construction of Eastern & Western Corridors and has its Corporate Office at New Delhi and Field Unit at Mumbai & various other cities.

The North/Mumbai Unit of DFCCIL, i.e., Office of the Chief General Manager/ North/ Mumbai, 7th floor, Central DFCCIL New Administrative Building, D.N. Road, CST, Mumbai-400001, requires experienced manpower for secretarial and support services and invites Open E-Tender under Single Packet System for engaging experienced Contractors in the domain of services given in the 'scope of the work' as per the terms and conditions mentioned in the Tender Document.

2.0 Eligibility criteria

Eligibility criteria for assessing the Technical and Financial Capability of the tenderer will be as under. In support of their credentials, the Bidder should upload following documents along with their Offer. (The information to be submitted in separate form)

S.N.	Criteria	Documents required
1.	The Bidder should have successfully completed at least one similar work of "Providing Secretarial and support manpower services" costing not less than 35% of the estimated cost of work i.e. ₹ 12922313/- in the last three financial years {i.e. 2020-21, 2019-20 and 2018-19} and the current financial year. (Date of start of work may not fall in this period.) in any Govt. dept./PSU,	The bidder has to submit satisfactory Performance certificate/s from Govt. department/ PSU as per the Proforma given in Annexure .2.
2.	The bidder should have received payment of not less than 150% of the advertised cost of the work against satisfactory execution of completed and ongoing contractual works of providing manpower services during the previous three Financial years i.e.. 2020-21, 2019-20 and 2018-19 and the current financial year i.e. Not less than ₹ 55381343 /-.	Copy of audited Profit & Loss Account, Balance Sheet certified by Chartered Accountant & copy of Annual Tax Statement (Form 26AS) generated from TRACES.
3.	The bidder should necessarily be a legally valid entity such as a Public/Private Limited company registered under the Company's Act 2013 or Proprietorship or Partnership firm and must be compliant with all laws governing Constitution and running of business.	Self-attested copy of Registration Certificate of bidder firm valid on the last date of submission of the bid to be enclosed.
4.	The bidder should be registered for ESI, EPF, Service Tax/GST, PAN/TAN number;	Copy of Registration Certificate of ESI, EPF, Service Tax/GST, PAN/TAN No. to be enclosed.
5.	The bidder should submit an Affidavit that it has not been blacklisted for business by any Govt. department/PSU and that in last three years, from the date of invitation of tender, there hasn't been any work cancelled against it for poor performance.	The bidder has to submit an undertaking/affidavit as per Performa given in Annexure- 3.
6.	The bidder should be registered under Contract Labour (Regulation and Abolition) Act 1970 and should possess a valid labour license under this Act.	A copy of Registration Certificate issued by Labour Commissioner

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

3.0 Tender Document: -

The NIT/ Tender document may be downloaded from the www.ireps.gov.in.

- 3.1 DFCCIL may issue addendum(s)/corrigendum(s) to the tender document. In such case/s, the addendum(s)/corrigendum(s) shall be uploaded on ireps website www.ireps.gov.in. The tenderers must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/corrigendum(s), if any, is/are downloaded by them. The offers received without acknowledging such corrigendum/ addendum published shall be liable to be rejected.

4.0 Submission of Bid

- 4.1 The Bids shall be submitted as per 'Instructions to Bidder (ITB)' as given under Section 2 of the Tender Document.
- 4.2 The Bid should be submitted online through the ireps portal www.ireps.gov.in only. The offers submitted in modes other than ONLINE will not be accepted. For detailed instructions, refer to para 2.2 – 'Procedure of submission of E-Tender' of Section 2 - 'Instructions to Bidder (ITB)'.

- 4.3 Any tender received without Bid Security Declaration form regarding Earnest Money. The Tender Document shall not be considered and shall be summarily rejected.

5.0 Opening of Online Bids:

The E-Bids shall be opened on-line at the address given below at the time and date mentioned in the NIT/Corrigendum/s in presence of the Tenderers or their authorised representatives intending to attend the Opening. The address of the office for submission of Mandatory Original Documents and Online Opening of

Tender is: - Office of the Chief General Manager/ North / Mumbai, 7th floor, Central DFCCIL New Administrative Building, D.N. Road, CST, Mumbai-400001, Maharashtra.

- 6.0 DFCCIL reserves the right to cancel the tender before submission/opening of the tender or postpone the tender submission/opening date and to accept/ reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per Eligibility Criteria shall be final and binding.

- 7.0 DFCCIL reserves the right to pre-qualify the bidders provisionally based on the documents submitted by them subject to final verification. Tenderers may note that their offers are liable to be disqualified at any time during the tendering process in case it is found that any of the information furnished by them is not true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

Section-4:GENERAL CONDITIONS OF CONTRACT:

- 1.0 **GENERAL CONDITIONS OF CONTRACT** will form an integral part of the tender contract, which is enclosed along with the tender documents.

In case of any deviation between General Conditions of Contract and any other Special Condition & Scope of work of Contract of this Bid document, the Special Condition & Scope of work of Contract shall prevail. The bidders must give a certificate along with their offer that they have thoroughly read, understood and accepted the General Conditions, Special Conditions, Scope of work and Specifications of the Contract as well as other conditions mentioned in the tender document.

2.0 **DEFINITIONS: -**

Unless excluded by or repugnant to the context.

- a) The expression employer / DFCCIL as used in the tender papers shall mean the Dedicated Freight Corridor Corporation of India Ltd.
- b) The expression "Corporation" as used in the tender paper means Dedicated Freight Corridor Corporation of India Ltd.
- c) The expression "Department" as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd.
- d) Officer/"Officer-in-charge" of the work shall mean the 'Representative' appointed by DFCCIL.
- e) The "Site" shall mean the premises and / or other places where the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- f) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- g) The 'Contract' shall mean "The agreement entered into between DFCCIL and the contractor as recorded in the contract form signed by the parties including all attachment - the notice of tender, the sealed quotation and the tender document and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any Special conditions, Scope of work, priced schedule / bill of quantities and schedule of rates." All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- h) "Contractor" shall mean the individual/firm/company whether incorporated or not, undertaking the work and shall include the legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- i) The "Contract sum/Contract price" shall mean the sum for which the tender is accepted.
- j) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- k) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- l) A "month" shall mean a calendar month.
- m) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- n) "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and unprecedented floods over which the contractor has no control.

- o) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.
- p) "ITB" shall mean Instruction to Bidders as mentioned in Section-2 of tender document.
- q) "Joint Venture" means an association with or without a legal personality distinct from that of its members, of more than one Contractor where one member has the authority to conduct all businesses for and on behalf of any and all members of the JV, and where the members of the JV are jointly & severally liable to the client for the performance of the Contract.
- r) "Services" means the work to be performed by the Contractor pursuant to the contract.

3.0 Priority of Documents

Any Ambiguity, discrepancy or conflict between various documents forming the Contract will be settled by prescribing the priority of document. Normally the priority of documents shall be as follows in descending order: -

- i. Contract Agreement
- ii. Letter of Acceptance
- iii. Bidder's accepted Bid
- iv. Conditions of Particular Applications
- v. General Conditions of Contract
- vi. Priced Bill of Quantities
- vii. Any other document forming part of the contract

3.1 Tender Form:

Tender Form shall embody the contents of the contract documents either directly or by reference. Tender Forms shall be issued on payment of the prescribed fees. They shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works.

3.2 Singular and Plural: Words importing the singular number shall also include the plural and vice where the context requires.

3.3 Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

4.0 Laws and Regulations:

4.1 Governing Law:

The contract documents shall be governed by the laws and by-laws of India.

4.2 Compliance To Regulations And Bye-Laws : The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

5.0 Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under Clause 22 of these Conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.

6.0 Indemnity by Contractors: The Contractor shall indemnify and save harmless the DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature & description brought or recovered against the DFCCIL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

7.0 Earnest Money Deposit (EMD): - Not Applicable

8.0 Security Deposit: -

8.1 Recovery of Security Deposit: -

Unless otherwise specified in the Special Conditions, if any, the Security Deposit/ rate of recovery/mode of recovery shall be as under:

- (a) Security Deposit for each work should be 3% of the contract value,
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (2) below); FD etc. shall be accepted towards Security Deposit.

Provided also that in case of defaulting contractor, DFCCIL may retain any amount due for payment to the contractor on the pending 'on account bills' so that the amt. so retained may not exceed 10% of the total value of the contract.

8.2 Security Deposit shall be returned to the contractor after the successful completion of the work other than Note (1) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract but shall not be lower than ACPM/Dy. CPM (concerned with the work). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note - 1) After the work is physically completed, Security Deposit recovered from the running bills of the contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

2) In case of contracts of value Rs. 50 crores and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

8.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

9.0 Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

9.1 The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (Fifteen) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 15 (Fifteen) days, i.e. from 16th day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

- 9.2 The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value:
- i. Irrevocable Bank Guarantee;
Government Securities including State Loan Bonds at 5% below the market value;
 - ii. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be the any Nationsed/Indian Scheduled commercial bank.
 - iv. Guarantee Bonds executed or Deposits Receipts tendered by the any Nationsed/Indian Scheduled commercial bank.
 - v. A Deposit in the Post Office Saving Bank;
 - vi. A Deposit in the National Savings Certificates;
 - vii. Twelve years National Defense Certificates;
 - viii. Ten years Defense Deposits;
 - ix. National Defense Bonds and
 - x. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour DFCCIL (free from any encumbrance) may be accepted.
- 9.3 The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 9.4 The value of PG to be submitted by the, contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 9.5 The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after passing the final bill based on 'No Claim Certificate' from the contractor.
- 9.6 Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- 9.7 The Officer In-charge of DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee. Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In-charge of DFCCIL.
- 10.0 Force Majeure Clause : If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other

in respect of such nonperformance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

11.0 Illegal Gratification : Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.

11.1 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this Clause shall be settled by the General Manager of the DFCCIL, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

12.0 EXECUTION OF WORKS

12.1 Contractor's Understanding : It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

12.2 Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

12.3 Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.

12.4 Damage To DFCCIL Property Or Private Life And Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage to any other property of the DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works although all reasonable and proper precautions may have been taken by the Contractor, and in case the DFCCIL shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the DFCCIL may incur in reference thereto, shall be charged to the Contractor. The DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

12.5 Supervision and Superintendence: - The Contractor shall supervise & direct the works efficiently &

with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of execution of work. The Contractor shall co-ordinate all parts of the work & shall be responsible to see that the work complies fully with the contract documents, & such instructions & variation orders as the Officer/ "Officer-in-charge" may issue during the progress of the works.

- 12.6 **Provision of Efficient and Competent Staff:** -The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades. The contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.
- 12.7 The Contractor shall at once remove from the works any supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 12.8 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under Clause 62 of these conditions.
- 12.9 **Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or subcontractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. In the event of the DFCCIL requiring to incur expenditure for the same, the expenses thereof shall be borne by the Contractor and if paid by the DFCCIL shall be recoverable from the Contractor.
- 12.10 **Use of Intoxicants:** The consumption of ardent spirits or other intoxicating beverages upon the work shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 12.11 **Non-Employment of Manpower below the Age of 18:** The Contractor shall not employ children below the age of 18 as labourers directly or through petty contractors or sub-contractors for the execution of work.
- 12.12 **Medical Certificate of Fitness:** It is agreed that the contractor shall submit a medical certificate of fitness in respect of the labour being engaged, in the prescribed form granted to him by a certifying surgeon certifying that he is fit to work as an adult. It is further agreed that the responsibility for having the manpower examined medically at the time of appointment or periodically shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the manpower for such medical examination.

14.0 CLAIMS

- 14.1 **Monthly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.
- 14.2 **Signing of "No Claim" Certificate:** The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

15. MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 15.1 **Quantities in Schedule Annexed to the Contract:** The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 15.2 **Measurement of Works:** in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:
- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
 - (b) If an objection raised by the Contractor is found by the Engineer to be incorrect, Contractor shall be liable to pay the actual expenses incurred in measurements.
16. **"On-Account" Payments:** The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined mutually on the measurements taken by the Engineer or the Engineer's representative. The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's or the Engineer's Representative's certificates of measurements shall be subject to any deductions which may be made

under these presents and shall further be subject to, unless otherwise required under these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

16.1 Rounding Off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more up to `1 will be reckoned as `1.

16.2 Manner of Payment: Unless otherwise specified payments to the Contractor will be made by NEFT/RTGS.

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

16.4 Statutory Increase in Duties, Taxes etc.:
All the taxes and duties, except Service Tax, levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes/levies except Service Tax.

DFCCIL shall pay the Contractor Service tax payable as per the applicable valuation Rules determined by Service Tax Authorities, from time to time. DFCCIL shall compensate the contractor for any further Service Tax payable occasioned due to subsequent changes in valuation Rules. Proof of having deposited the Service Tax shall be furnished by the Contractor to DFCCIL at regular interval (before/along with the next bill).

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

DFCCIL shall reimburse to the Contractor any additional tax that may become payable due to change in the applicable Law or due to Law/s that may get enacted during the tenure of the Contract from the date such taxes become payable. Such payment shall be made by the Contractor within the time specified in the Law and reimbursed on satisfactory production of evidence thereof to DFCCIL.

17.0 Final Payment : On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule or rates and for extra works on rates determined shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

18.0 Withholding And Lien In Respect Of Sums Claimed : Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent Court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be whether in his individual capacity or otherwise.

18.1 Lien in Respect of Claims in Other Contracts:

Any sum of money due and payable to the contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.

It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

19.0 LABOUR

19.1 Wages to Manpower: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys payable to the DFCCIL by the Contractor and on failure by the Contractor to repay the DFCCIL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the DFCCIL.

- 19.2 Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or subcontractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the DFCCIL deduct the same from any moneys due to the Contractor in terms of the contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

19.3 Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- a. The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.
- b. The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- c. The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- d. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- e. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent liability of the DFCCIL due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the DFCCIL under the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under the aforesaid Act except on the written request of the Contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

19.4 Provisions of Employees Provident Fund and Misc. Provisions Act, 1952:

The Contractor shall comply with the provisions of the Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of the "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

19.5 Provision Of Workmen's Compensation Act : In every case in which by virtue of the provisions of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

19.6 Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub-Contractors on the works.

19.7 Permits, Fees etc.:

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works.

20.0 DFCCIL not to provide accommodation for Contractor:

DFCCIL shall not provide accommodation for the Contractor or any of his staff employed on the work.

21.0 Reporting of Accidents:

The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

22.0 DETERMINATION OF CONTRACT

22.1 Right of DFCCIL to Determine the Contract: Should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to any reason whatever, the DFCCIL shall be entitled to determine and terminate the contract at any time. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.

22.2 Payment on Determination of Contract: Should the contract be determined under clause 22.1 as above, the Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

22.3 Determination of Contract Owing to Default of Contractor: If the Contractor

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with or assign in favor of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or

- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under these Conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under the Conditions, or
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as reqd. under the Conditions, or
- (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any official of Gazetted Rank or any other retired official working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the DFCCIL or any officer duly authorized by DFCCIL in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (B) Fail to give at the time of submitting the said tender:
 - (a) The correct information as to the date of retirement of such retired official from the said service, or as to whether any such retired official was under the employment of the Contractor at the time of submitting the said tender, or
 - (b) The correct information as to such officials obtaining permission to take employment under the Contractor, or
 - (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
 - (d) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
 - (e) Being such a retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

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

22.4 Right of DFCCIL after Rescission of Contract Owing to Default of Contractor: In the event of any or several of the courses, referred to in above Clause, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

23.0 SETTLEMENT OF DISPUTES

23.1 Matters Finally Determined by the DFCCIL:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the DFCCIL and the DFCCIL shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

23.2 Resolving the Dispute:

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director DFCCIL or his authorised representative shall be the final and binding.

23.3 Settlement of Disputes:

All disputes or differences of any kind whatsoever that may arise between the Employer / Officer/ "Officer-in-charge" and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

23.4 Mutual Settlement:

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

23.5 Conciliation/Arbitration:

It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.

- a) If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director/DFCCIL (MD) in writing to settle such disputes or differences through Conciliation or Arbitration provided that

the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

- b) MD/DFCCIL may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, MD/DFCCIL decides to appoint a Sole Conciliator/ Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working/retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator/Sole Arbitrator. MD/DFCCIL will appoint Sole Conciliator/Sole Arbitrator out of the names agreed by the Contractor.

- 23.6(a) In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Contractor may refer to the MD/DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the MD/DFCCIL as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 23.6(b) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
- 23.6(c) The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 23.6(d) (i) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
- (ii) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- (iii) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- (iv) Place of Arbitration: The place of arbitration would be within the geographical limits of Unit of the DFCCIL where the cause of action arose or the Headquarters of the concerned DFCCIL or any other place with the written consent of both the parties.
- 23.6 (e) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 23.6(f) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 120 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 23.6(g) The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 23.6(h) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

- 23.6(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom. The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 23.6 (j) In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 23.7 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 23.8 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 23.9 A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 23.10 A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 23.11 Settlement through Court:
It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 23.4 and 23.5 above.
- 23.12 Suspension of Works:
The Obligations of the DFCCIL and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither DFCCIL nor Contractor shall be entitled to suspend the work on account of conciliation / arbitration and payments to the Contractor shall continue to be made in terms of the contract.
- 23.13 Award to be binding on all Parties:
The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.
- 23.14 Exception:
For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, and Govt. of India shall be followed.
- 23.15 Jurisdiction of Courts:
Jurisdiction of courts for dispute resolution shall be Mumbai only.
- 24.0 FRAUD PREVENTION & DETECTION POLICY OF DFCCIL:
- 24.1 Representative of vendors, suppliers, contractors, Contractors, service providers or any other agency(ies) doing any type of business with the Company, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned authority as per the procedure.
- 24.2 All the bidders shall be required to certify that they would adhere to the Fraud Prevention & detection Policy of Company and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/ suspected fraud as soon as it comes to their notice. In respect of contracts funded by Multilateral Agencies, the above will be incorporated after consultation / consents of the Lending Agency.

SECTION - 5

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2016, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

1. Commitments of the CLIENT

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

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

Commitments of BIDDERS

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

- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the [A] at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. **Previous Transaction:**

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

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

- 5.1 While submitting commercial bid, the [A] shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum of the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanction for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations:**

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

6.2 The CLIENT will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other stature enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designed by the CLIENT.

8.6 The BIDDER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to that treat the information and documents of the [A] with confidentiality.

8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A], including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

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

13. The parties hereby sign this Integrity Pact at _____ on _____

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

SECTION-6**SCOPE OF THE WORK: -**

- 1.1. The Contractor has to provide services of outsourced persons in various categories as shown below at 7th Floor, Central DFCCIL's New Administrative Building, D. N. Road, Mumbai-400001 or any other offices under the jurisdiction of CGM(North)/DFCCIL/Mumbai. Viz. Mumbai, Dahanu, Navsari, Valsad, Surat & Western Railway.

1.2. QUANTITY OF THE OUTSOURCED MANPOWER REQUIRED: -

The details about number of outsourced manpower required are as follows.

Sr. No	Category of manpower to be outsourced	Qty. of outsourced staff required at various offices			
		DFCCIL	SLAOs	W. Rly.	Total
1	Office Attendants (Unskilled)	08	03	00	11
2	Field Man (Semi-skilled)	06	00	00	06
4	Executive Assistant	05	00	05	10
4	Office Assistant	08	05	06	19
5	Auto CAD operator	01	00	06	07
6	Care taker cum cook	01	00	00	01
	Total	29	08	17	54

1.3 QUANTITY OF THE WORKS ENGINEER & JUNIOR WORKS ENGINEER

Sr. No.	Category of manpower to be outsourced	DFCCIL	TOTAL
1	Works Engineer	09	09
2	Jr. Works Engineer	10	10

1.4. CATEGORY AND ESSENTIAL QUALIFICATION/EXPERIENCE

Post	Essential Qualification, work experience & Age
Office Attendants	i) Minimum 10 th Std. pass. ii) Should be able to read and write in English and Hindi or local language to the extent of address of offices, file name etc. iii) Relevant work experience of minimum two years.
Field man	i) Minimum 10 th pass plus ITI or 12 th Std. pass. ii) Candidate should be able to read and write in English and Hindi or local language to the extent of address of offices, file name etc. iii) Relevant work experience of minimum two years.

Office Assistant	<ul style="list-style-type: none"> i) Graduation in any discipline or One Year Diploma in Office Management. ii) Well versed with computer applications like MS Word, Excel, and PowerPoint etc. iii) Typing in Marathi/Gujarati language will be a desirable qualification. iv) Relevant work experience of minimum three years.
Executive Assistant/Stenocum-PA	<ul style="list-style-type: none"> i) Minimum graduate in any discipline or One Year Diploma in Office Management. ii) Well versed with computer applications like MS Word, Excel, and PowerPoint etc. iii) Dictation (10 minutes @ 80words per minute) iv) Transcription in English on computer @ 50words per minute) v) Relevant work experience of Minimum three years.
AUTO-CAD Operator	<ul style="list-style-type: none"> i) Graduate in any discipline ii) Certificate in AUTO-CAD iii) Three years relevant experience
Care Taker Cum Cook	<ul style="list-style-type: none"> i) Candidate should be passed minimum 10th Std. ii) Candidate should be able to read and write in Hindi/English/Marathi to the extent of address of offices, file name etc. iii) He should be physically fit to perform his field duties. The candidate for Caretaker cum cook should be Qualified/ experienced in cooking.

Note: (i) Age criterion for above categories is between 18 to 40 years at the time of joining.

(ii) Upper age is relaxable to 50 years in case of better qualified or experienced candidates.

1.5 CATEGORY AND ESSENTIAL QUALIFICATION/EXPERIENCE

Particulars/Posts	Works Engineer	Junior Works Engineer
Qualification	Degree in Civil Engineering from a recognized Institute/University	Diploma in Civil Engineering from a recognized Institute/University.
Post qualification Experience	Minimum three years' experience in related field	NIL
Age	18 to 35 years for all posts Upper age limit is relaxed for SC/ST/OBC candidates as per GOI orders issued from time to time.	
Maximum Basic emoluments per month (All inclusive)	Rs 40,000/- (All inclusive) + Rs 1250/- (Mobile Charges) + Rs 2000/- (Conveyance Charges)	Rs 27,500/- (All inclusive) + Rs 1250/- (Mobile Charges) + Rs 1500/- (Conveyance Charges)
Leave	2 days leave for each month	
Duration	Initially one year or co-terminus with the assign work, whichever is earlier.	
TA/DA	As per entitlement of E-0 category (Executive level) while on duty	

1.6. DUTY LIST OF THE OUTSOURCED MANPOWER: -

The duty list of outsourced manpower required will be as follows.

1.6.1. OFFICE ATTENDANTS: -

- ☐ Distribution of important letter,
- ☐ Maintenance of files and Official drawing and their rotation as per requirement,
- ☐ Any other task assigned by the Officer in charge.

1.6.2. FIELD-MEN: -

- ☐ Assisting the officers of DFCCIL/Mumbai in field survey & measurement work at site,
- ☐ Handing over & collecting the documents/equipment from different offices of State Govt./Central Govt./any other organization as directed by the officers of DFCCIL/Mumbai,
- ☐ Any other task assigned by the officers of DFCCIL/Mumbai.
- ☐ In case when Field Men are not assigned any duty at field/site they should attend the office to perform the duties of Office Attendants as mentioned above.

1.6.3. OFFICE ASSISTANT: -

- ☐ All sorts of office work like feeding data on computers, typing letters, keeping records of transactions etc.
- ☐ To ensure proper upkeep of documents, records and files,
- ☐ Purchase of petty items from market and keeping account of the same,
- ☐ Operation of various office equipments like computers, photocopier, fax, telephone, printer & EPABX etc.
- ☐ Dispatch and receipt of files, letters etc. to and from various DFCCIL offices including various state/ central government offices/PSUs/ Private companies & individuals.
- ☐ Any other work assigned by DFCCIL in connection with smooth functioning of the office.

1.6.4. EXECUTIVE ASSISTANT/ STENO-CUM-PA: -

- ☐ All sorts of dictation/typing work in English & Hindi or local language is to be usually carried out by using Computer with knowledge of MS Word, Power point & Excel.
- ☐ To ensure proper upkeep of documents, records and files.
- ☐ Purchase of petty items from market and keeping account of the same.
- ☐ Operation of various office equipment like computers, photocopier, fax, telephone, printer & EPABX etc.
- ☐ Dispatch and receipt of files, letters etc. to and from various DFCCIL offices including various state/ central government offices/PSUs/ Private companies & individuals.
- ☐ Any other work assigned by DFCCIL in connection with smooth functioning of the office.

1.6.5. AUTO- CAD OPERATOR: -

- ☐ Preparation of all sorts of drawings/sketches in AUTO-CAD or similar computer based applications.
- ☐ Movement and maintenance of drawing handed over to him.
Dispatch and receipt of Drawings/sketches to and from various DFCCIL offices including various state/ central government offices/PSUs/Private companies & individuals.
- ☐ Record keeping of all the drawings and related documents.
- ☐ Any other work assigned by DFCCIL in connection with smooth functioning of the office.

1.6.6. CARE TAKER CUM COOK: -

- ☐ Care taker cum cook will be deputed at Officer's Rest House(ORH), Pali Hill Bandra (West) and he will be responsible for overall security, safety, day to day cleaning and maintenance of rooms, furniture, all the equipment& fixtures of ORH.
- ☐ He shall be available round the clock at ORH and he shall have to stay in the servant's quarter attached to ORH.
- ☐ He shall have to arrange and to prepare the breakfast/lunch/dinner for the guests as per guide lines issued by DFCCIL/Mumbai. Necessary equipment required for cooking will be provided by DFCCIL/Mumbai.
- ☐ Necessary Material for cleaning and housekeeping shall be provided by DFCCIL. He shall have to maintain the records of all the equipment, fittings & fixtures of ORH and register of guests.
- ☐ Any other task assigned by the officers of DFCCIL/Mumbai. He shall not leave the ORH premises without prior permission of Officer Incharge of DFCCIL, Mumbai.

1.6.7 Works Engineer

- (i) Planning and Supervision of various Civil Engineering works viz Earth work, Concreting excavation, checking of reinforcement, Road work, Checking of alignment and levels and Curing of Important Bridges/Minor/Major Bridges, ROBs/RUBs etc near running railway lines and at other locations.
- (ii) Preparation of plans (including Autocad), Estimates, Progress reports in excel and primavera, Presentations in PPT etc. as instructed by DFCCIL officials. (iii) Checking of reinforcement details for approved drawings.
- (iv) Preparation of Bill of Quantities of executed work.
- (v) Preparation of Progressive Bills.
- (vi) Witnessing various quality tests at site and at third party labs.
- (vii) Exercising quality control and safety measures at work site.
- (viii) Updating of various site Registers on daily basis.
- (ix) Updating details in SAP as directed.
- (x) Co-ordinating with State Government authorities i.e. PWD, R&B, Collector Office, Electricity Board and Railway Officials.
- (xi) Co-ordination with other Interface Contractors.
- (xii) Any other work assigned by DFCCIL officials.

1.6.8 JR. Works Engineer

- (i) Planning and Supervision of various Civil Engineering works viz Earth work, Concreting excavation, checking of reinforcement, Road work, Checking of alignment and levels and Curing of Important Bridges/Minor/Major Bridges, ROBs/RUBs etc near running railway lines and at other locations.
- (ii) Preparation of plans (including Autocad), Estimates, Progress reports in excel and primavera, Presentations in PPT etc. as instructed by DFCCIL officials. (iii) Checking of reinforcement details for approved drawings.
- (iv) Preparation of Bill of Quantities of executed work.
- (v) Preparation of Progressive Bills.
- (vi) Witnessing various quality tests at site and at third party labs.
- (vii) Exercising quality control and safety measures at work site.
- (viii) Updating of various site Registers on daily basis.
- (ix) Updating details in SAP as directed. Co-ordinating with State Government authorities i.e. PWD, R&B, Collector Office, Electricity Board and Railway Officials.
- (x) Co-ordination with other Interface Contractors.
- (xi) Any other work assigned by DFCCIL officials.

SECTION-7**SPECIAL TERMS & CONDITIONS OF CONTRACT****1.0 LEAVE FOR OUTSOURCED MANPOWER: -**

The outsourced manpower will be entitled for the following type of leaves.

A) Casual Leave: -

One day's paid casual leave will accrue for every one-month service rendered during the calendar year. (The sanctioning of the leave will be decided by DFCCIL). Accumulated leave at the end of the calendar year will not be carried forward to next calendar year and cannot be encashed. This leave will accrue in advance at the beginning of the month provided the employee works from at least 15 working days in the month.

B) Privilege Leave: -

On completion of every four month of continuous employment in DFCCIL, five (05) days Paid leave (PL) will be admissible. The sanctioning of leave will be decided by DFCCIL).

- (i) Accumulated leaves shall lapse at the end of 12th month. (01 year) from the date of effectuation of Contract and cannot be encashed after the end of one year.
- (ii) Further, the manpower joining in between the accrue will be sacrosanct as on the due dates subject to the condition that the first accrual of PL for them will be proportionate to their service completion instead of full five (05) days.
- (iii) On completion of four (04) months of continues employment in DFCCIL, five (05) days paid Privilege leave will be admissible, leave will accrual on sixteenth (16) of cycle of the for the month subjected to, he being in service on the last day of pay period.
- (iv) If the manpower joining from 16th and onwards of the month shall not be considered as the qualified month for the PL.

C) Leave Without Pay: -

Fifteen days leave without pay will be admissible in a calendar year in case of emergency situations like illness, death of family member etc. with proper intimation to concerned DFCCIL official. The sanctioning of leave will be at sole discretion of officer in charge of the DFCCIL.

1.3 If a worker proceeds on long leave or leaves the job, it will be the responsibility of the Contractor 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.

1.4 The sanctioning of the leave will be decided by DFCCIL (Reporting Officer) in advance. In case prior approval is not taken for leave, it will be considered as unauthorized absence and penalty will be as per para 10 of Special conditions.

2.0 WORKING HOURS: -

The working hours for the outsourced personnel shall be 8 hours a day for 6 days a week. However, in case of exigency of work they may be asked to work up to 1/2 hour extra without any compensation. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The above personnel can also be booked on Sundays/NH and in such a case, a weekly rest/compensatory off will be given on any other working day of the following week. If it is not possible to give compensatory off on any other working day of the following week, the extra amount will be paid on an hourly basis subject to minimum half wages of the day. The hourly rate of payment would be calculated as under: - $\{ \text{Monthly rate} / 30 \} / 8/2J = \text{per hour rate}$ and will be subject to government guidelines.

3.0 DURATION OF CONTRACT: -

Contract shall be in force for an initial period of Twenty-Four Months extendable further up to one year with written mutual consent of the contractor and the DFCCIL on existing terms and conditions of the contract.

4.0 PAYMENT TERMS AND SCHEDULE: -

- A) The Agency / Manpower Services Provider shall submit the On-account bills, by the date stipulated by DFCCIL, supported with pay sheets duly stamped & signed by the contractor. Nature of leaves availed should be clearly mentioned & balance of each category of leave should be clearly shown in pay-sheet and same shall be verified and countersigned by designated officer of DFCCIL.
- B) The lump sum amount payable by DFCCIL/Mumbai to the Contractor every month shall include
 - (a) The remuneration payable for the hired manpower, i.e. total CTC payable (Gross pay for the month inclusive of ESIC, EPF etc. payable as per section 6 of the bid document),
 - (b) Commission payable @ X% of the gross pay payable to the Outsourced persons;
 - (c) Applicable GST @ Y%.
- C) The aforesaid consideration will be paid by DFCCIL/Mumbai (North) to the Contractor/Agency against the monthly invoices raised at the end of each month by the Contractor/Agency in duplicate within 15 days of receipt of bill/invoice.
- D) Payment will be made on the basis of actual manpower deployed by the Contractor and requirement can be varied at the discretion of DFCCIL/Mumbai (North). The amount certified shall account for all deductions, including statutory deductions, recoveries for advances, fines and any amounts due from the Agency / Manpower Services Provider.
- E) Proof of remittance of EPF & ESIC amount shall be submitted by the contractor for the period two month earlier to the month for which is bill being submitted for payment.
- F) Deduction towards Income Tax @ applicable Rate under Income Tax Act shall be made from the Bill. The TDS certificate will be issued in due course.
- G) For receiving e-payment contractor shall submit their PAN no. and blank crossed cheque. The contractor must have their account in scheduled bank H) The paying authority is Dy.CPM(finance)/North/Mumbai.

5.0 GST: - GST as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law. Proof of having deposit the GST shall be furnished by the contractor to DFCCIL at regular interval (before/along with the next bill).

6.0 VARIATION CLAUSE: -

6.1 Rate of Wages: -

For Office Attendant/Field men who are engaged on remuneration based on Minimum Wages: - The Approx. Monthly Emoluments are inclusive of Bonus and Both Employers' and Employees' contribution for ESIC, EPF @ the rate as on NIT Date. In case of any Revision in the wage rate in terms of the Minimum Wages Notification issued by appropriate Authority from time to time after the NIT date, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL/Mumbai(North) with monthly bill duly supported with documentary evidence of its payment to respective hired staff. As on date, the Rate of Minimum Wages and VDA thereon has been considered as per the notification no. 1/13(1)/2016-LS-II dated 31.03.2016 issued by Office of the Chief Labour Commissioner (C) Ministry of Labour & Employment, Govt. of India. This will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

For persons getting Remuneration as per DFCCIL's Cost-To-Company Policy (Office Assistant/Computer Operator, Executive Assistant/Steno-cum-PA and AUTO-CAD Operator): -The Approx. Monthly Emoluments as above are inclusive of all emoluments payable as on the NIT Date. On rendering satisfactory services, they will be eligible for a yearly hike @ 5% of schedule rate in consolidated remuneration i.e. Gross pay per month (including ESI, EPF). Satisfactory service here means that the Contractor should not have been imposed penalty of more than 2% of the Gross value of the work done.

6.2 Quantity of Outsourced persons: -

Requirement of the manpower is approximate as given in Schedule of Rate and Quantity (Section 6) and liable to vary over a period of time.

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

above, DFCCIL may ask the 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 accepted commission rate.

7.0 OBLIGATION OF CONTRACTOR: -

7.1 The Contractor will, for the purpose, aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DFCCIL/ Mumbai.

7.2 The Contractor would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL/ Mumbai (North) and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.

7.3 The 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 service.

7.4 The Contractor shall at his own cost comply with provision of labour law, rules, order and notification whether central or state or local as applicable, to him or to this contract from time to time. These Acts/Rules include without limitation to the following: -

- A) The Minimum Wages Act 1948 Rules and order issued thereunder from time to time.
- B) The Workmen's Compensation Act 1923 with rules, order and notification issued thereunder from time to time.
- C) The Payment of Gratuity Act 1972 with rules, order and notification issued there under from time to time.
- D) The Bombay Shops and Establishment work with rules, order and issued from time to time.
- E) The Payment of Bonus Act 1956 with rules, order and notification issued there under from time to time.
- F) The Payment of Wages Act 1936 with rules, order and notification issued there under from time to time.
- G) The Employee's Provident Funds and Miscellaneous Provision Act 1952 with notification issued there under from time to time. H) The Employee's State Insurance Act 1948.
- I) The Interstate migrant workmen (Regulation of employment and condition of service) Act 1979 and central rules framed thereunder from time to time.
- J) All other Acts/ Rules/ Byelaws/ Order/ Notification present or future applicable to the Contractor from time to time for performing the contract.

7.5 The Contractor shall furnish following documents in respect of the persons to be deployed by it in DFCCIL/Mumbai (North) before the commencement of the work.

- A) List of persons shortlisted containing full details, i.e., date of birth, marital status, address, educational and professional qualifications & experience etc.
- B) Bio-data of the persons with photograph affixed.
- C) Certificate of Verification of antecedents/ Police Verification.
- D) General Physical Fitness Certificate from any registered doctor/RMP.

- 7.6 The Contractor shall decide the modus operandi as to engage workers by them rendering proper and efficient services and to conform to the prescribed standards. The Contractor shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL/Mumbai (North) for discharging defined activities/functions.

The Contractor will, for the purpose aforesaid, continuously monitor the Services being rendered by it to ensure that these are up to the standards required by DFCCIL. The Contractor shall depute a co-ordinator, out of the deployed personnel, who would be responsible to immediate interaction with this office so that the optimal services of the staff deployed by the agency could be availed without any disruption.

- 7.7 No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The engagement of outsourced person shall be purely on temporary and on contract basis & shall be on the contractor's payroll.

The 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/ Mumbai(North).

- 7.8 The 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 persons(s) to raise any dispute and/or claim whatsoever against the DFCCIL/Mumbai(North). The DFCCIL/Mumbai(North) shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL/ Mumbai(North) be liable for any claim whatsoever of any person of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).

- 7.9 Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL/Mumbai (North) within 10 days of receiving the notice.

- 7.10 The Contractor shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL/Mumbai (North). In case the person deployed by the Contractor is found to be suffering from any disease rendering him unsuitable for the job, he should be immediately replaced.

- 7.11 The Contractor shall maintain all records/register required to be maintained by him under various labour laws mentioned above and produce the same before the statutory authorities when required.

- 7.12 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL/Mumbai (North) or any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract. In this connection, the DFCCIL/ Mumbai (North) shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the DFCCIL/Mumbai (North) besides imposition of penalty. In case of any deficiencies/lapses on the part of the outsourced personnel deployed by the contractor, the DFCCIL/Mumbai (North) shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. In case of any thefts or pilferages, loss or other offences, the contractor will investigate and submit a report to the DFCCIL/Mumbai (North) and maintain liaison with the Police. FIR will be lodged by the DFCCIL/Mumbai (North), wherever necessary, if need be joint enquiry comprising of both the parties shall be conducted and responsibility be fixed/pinpointed.

- 7.13 The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with nature of works as required. The outsourced person shall at all the time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL/Mumbai(North).
- 7.14 The Contractor's personnel shall not divulge or disclose to any persons of any details of office, operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.
- 7.15 The Contractor's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this office.
- 7.16 In case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- 7.17 Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Sr. Officer (Admin) of the DFCCIL/Mumbai(North), once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient or any other related issue.
- 7.18 The Contractor shall be contactable at all times and message by phone/mail/ Special Messenger from this office to him shall be acknowledged immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by DFCCIL implementing the contract from time to time.
- 7.19 The DFCCIL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged persons.
- 7.20 Office attendants and fieldsmen should be in proper uniform (Navy Blue Pants and Sky-Blue Shirt). The Contractor will provide at least two sets of uniform to each staff which shall be reimbursed by DFCCIL/Mumbai (North) @ Rs. 2000/- per year (for 2 sets in a year) for each person.
- 7.21 Contractor shall provide identity cards bearing the photographs to all the outsourced personnel deployed in DFCCIL/Mumbai at its own cost.
- 7.22 On the expiry of the agreement, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the staff of the agency, it shall be the entire responsibility of the agency to pay & settle the same.
- 7.23 **Timely Payment to Hired Personnel:**
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, Workman's Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 etc. and any other Act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. The Contractor would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance, if any.
- A) The monthly payment to the outsourced personnel shall be made as per accepted rates by the stipulated day in terms of Payment of Wages Act i.e. by 7th day/10th day after completion of every Wage Period. Payslip shall be issued to the concerned outsourced person & if necessary, the copy of the same may be asked by DFCCIL.
- B) Mode of payment of wages to staff deployed by the Contractor shall be NEFT/ RTGS/Direct Bank Account Transfer. In exceptional circumstances, if payment is not feasible, payment of wages will be made in the presence of an authorized representative of DFCCIL/Mumbai (North), at a place and time notified for the purpose. Necessary steps should be taken to deduct Provident Fund from the payment made to the contract staff labour and ensure that the same is credited to their Provident Fund a/c.

- C) The wages shall be paid to workmen/outsourced persons per the salary specified by DFCCIL given at Section 6. No security deposit or deductions other than statutory deductions under relevant Govt. Acts shall be made from the specified salary of the employee.
- D) The proof of payments made to employees shall be submitted along with the bills raised by the Contractor. Alternatively, the Contractor can claim the fee payable before its actual payment to temporary/resource person, provided the agency furnishes a Bank Guarantee in favour of DFCCIL equivalent to 50% of the average monthly billing on DFCCIL for the services rendered by temporary/resource persons.

7.26 Travelling Allowance: -

For outstation travel actual bus fare/train fare by the ordinary class shall be paid on the production of proof. In addition, an out station Travelling allowance (TA) for the journey beyond 8 Kms. and beyond 12 hrs. @ ` 250/- per day shall be admissible and for the journey beyond 8 Kms. but less than or equal to 12 hrs. & 6 hrs will be payable at the rate of 70% and 30% of the above rate ` 250/-) respectively.

The reimbursement of TA and conveyance charges will be done to the Contractor against the documentary proof of Payment to the concerned staff. The bill should also be supported with Certification by the Concerned Official approving the Movement of the Hired Personnel.

Whenever Outsource Staff stay out of station on duty at night time he shall paid of Rs 500/- per night.

7.27 Insurance Cover to Hired Personnel: -

It is mandatory that Contractor to provide insurance cover in respect of the hired personnel deployed by him for death, disability, sickness, etc. and safeguards against the recognized risks. DFCCIL shall not be liable to pay or bear, any premium/compensation at any stage in respect of Insurance made by Contractor to cover the risk (death, disability, sickness) etc. Contractor shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall act all times to keep the requisite policies running.

8.0 TERMINATION OF THE CONTRACT: -

In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL/Mumbai (North) from time to time, the Contract can be terminated by DFCCIL/Mumbai (North) on giving of a notice of one month. In the case of unsatisfactory performance of the contract, a warning letter will be issued to the Contractor. In case no corrective action is taken, DFCCIL/Mumbai (North) shall have the right to terminate the agreement without any further notice. Unsatisfactory services in this case would be frequent absence or poor attendance of housekeeping staff, poor quality of the staff engaged, High percentage of Labour Turnover, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behaviour by the house keeping staff, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

9.0 OTHER TERMS & CONDITIONS: -

9.1 The Contractor shall, if and when so requested by DFCCIL, will provide the placement services at their premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualifications/ skills/ experience and the tentative number of outsourced persons required are mentioned in the scope of work.

9.2 It shall be the responsibility of the Contractor to undertake written test and interview and verify the qualification and experience indicated by the applicants in their profiles. DFCCIL reserves the right to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, it comes to notice that he has misrepresented the fact about his experience/ qualification, the Contractor will have to terminate the services of such staff immediately and shall provide suitable replacement within 10 days of notice.

- 9.3 If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 10 days to the Contractor to take necessary action to improve the performance of the hired staff and if the performance does not improve even after 10 days of such communication, the Contractor, shall provide a replacement acceptable to DFCCIL within 5 days of notice given by DFCCIL. In case the replacement not done within 05 days, penalty will be charged as per para 10.0.
- 9.4 The services of outsourced persons engaged are liable to be transferred anywhere in the same city from one department to another and one branch to another without any extra remuneration depending on the exigencies of the work.
- 9.5 The Contractor shall ensure that absolute confidentiality is maintained by it and all its outsourced persons with records & information relating to DFCCIL, its premises, clients, business, assets, affairs, employees & that neither the Contractor nor its persons will any time divulge or make known to any third parties any trust, accounts, matters or transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 9.6 Contractor is aware that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 9.7 The attendance roll for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor. These attendance rolls shall be signed by the staff daily and shall be verified by the designated officer of DFCCIL /designated office.
- 9.8 Contract shall be deemed to have commenced as on and from the date of issuance of Letter of Acceptance and shall be in force for initial period for 24 Months extendable for further one year at the time with written mutual consent on existing terms and conditions.
- 9.9 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 9.10 In performing, the terms and conditions of the contract, the Contractor shall at all the time act as Independent Contractor. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Contractor. The 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 employees of the Contractor shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of the DFCCIL.
- 9.11 In case, the Contractor fails to comply with the statutory/taxation liabilities under appropriate law and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or PG/SD of the agency, to the extent of the loss or obligation in monetary terms.
- 9.12 In case it is brought to the notice of the department that the bidder has earlier extracted money by way of any frivolous charges from the employees over and above the quoted service charges, such bidder will be disqualified and debarred from taking part in any tenders of the department for next 5 years.

- 10.0 **PENALTY**- Penalty for an amount of Rs.50/- to Rs.300/- per case per day depending on the nature of unsatisfactory service, will be deducted from the due amount as detailed under. The list detailed under is only a illustrative one.

Type of Breaches	Amount of Penalty (₹)
Staff turning up late beyond ½ hours to 2 hours.	50/- per staff per day
Staff remaining absent without any intimation for more than three consecutive days	100/- per staff per day
Any undisciplined behavior by the hired person which include taking alcohol, using foul language, getting involved in objectionable activities etc;	100/- per staff per day
Failure to provide replacement of staff within 10 days of receiving advice from DFCCIL.	300/- per staff per day
Discourteous behavior towards any officer or manpower of DFCCIL;	200/- per staff per day
Not wearing Uniform and I Card	50/- per staff per day
Damage or stealing of any asset or property of DFCCIL or officers and manpower of DFCCIL.	To be determined depending upon the gravity

The penalty as above will be in addition to the proportionate deduction for absence from duty.

- 10.01 Contractor should provide two sets of Uniform in a year for each person i.e Office Attendant and Fieldmen. The Contractor should provide uniform within one month from the Date of deployment of manpower. In case, the same is not provided within one month from the date deployment of manpower Rs 1,000/- per month penalty will be applicable to the Contractor.

- 10.02 As per Clause 7.23 of Section – 7 Timely payment to Hired Personnel. In case of delay of payment of wages to contractor's staff by the contractor the penalty for Rs 1,000/- per day after schedule day / date will be applicable to the Contractor.

Section - 08SCHEDULE OF QUANTITIES AND RATES

		No. of persons	Minimum Experience	Approx. Monthly Emoluments	Period (months)	Gross value
A)	<u>Remuneration as per Minimum Wages</u>					
1)	AUTOCAD operator (Mumbai)	7	3 years	26696(\$)	24	4484928
2)	Executive Asst. (Mumbai)	10	3 years	25708(\$)	24	6169920
3)	Office Assistant (Mumbai)	13	3 years	24694 (\$)	24	7704528
	Office Assistant (Surat)	1		22663 (\$)		543912
	Office Assistant (Valsad/Navsari/Dahanu Road)	5		19618(\$)		2354160
4)	Field Man (Mumbai)	4	2 years	22663(#)	24	2175648
	Field Man (Dahanu Road/Valsad)	2		16358(#)		785184
5)	Office Attendants (Mumbai)	7	2 years	20662 (#)	24	3471216
	Office Attendants (Surat)	1		17458(#)		418992
	Office Attendants (Valsad/Navsari/Dahanu Road)	3		13960(#)		1005120
6)	Care Taker Cum Cook	1	NA	22663(#)	24	543912
7)	Works Engineer	9	3 years	43,250	10.5	4087125
8)	Jr. Works Engineer	10	Nil	30,250	10.5	3176250
	TOTAL					36920895
	Add: - Commission @ ---- (in words) % on Gross Pay					
	Add: GST @ applicable rate					
	Gross Value of the Contract					

- (#) For persons getting Remuneration based on as per Minimum Wages: - The Approx. Monthly Emoluments are inclusive of Bonus and Both Employers' and Employees' contribution for ESIC, EPF @ the rate as on NIT Date. In case of any Revision in the wage rate in terms of the Minimum Wages Notification issued by appropriate Authority from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL/Mumbai(North) with monthly bill duly supported with documentary evidence of its payment to respective hired staff. As on date, the Rate of Minimum Wages and VDA thereon has been considered as per the notification no. 1/13(1)/2016-LS-II dated 31.03.2016 issued by Office of the Chief Labour Commissioner (C) Ministry of Labour & Employment, Govt. of India. This will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

Uniforms to the outsourced manpower shall be provided by Contractor and the same will be reimbursed by DFCCIL/Mumbai (North) @ ` 2000/- per year (2 sets in a year) for each person.

- (\$) For persons getting Remuneration as per DFCCIL's Cost-To-Company Policy: the Approx. Monthly Emoluments as above are inclusive of all emoluments payable as on the NIT Date. On rendering satisfactory services, they will be eligible for a yearly hike @ 5% of schedule rate in consolidated remuneration i.e. Gross pay per month (including ESI, EPF). Satisfactory service here means that the Contractor should not have been imposed penalty of more than 2% of the Gross value of the work done.

Note: - On award of the work, the Contractor shall submit the break-up of monthly CTC under various components including statutory provisions like EPF, ESI etc.

ILLUSTRATIVE PACKAGE SHOWING COST PER MONTH: -**A) Executive Assistant (Mumbai)**

Sr. No	Particulars of Salary	Rate	No. of days p.m	Gross Amt/ pm	Remarks/References
1	Basic Wages	637	26	16562	As per GOI, MOL&E, O/o CLC© New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	147	26	3822	
3	Extra 5% on Basic + VDA Rate	39	26	1014	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Bonus on Basic + VDA Amount	8.33%		1698	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
5	Gross Monthly Pay of one Executive			23096/-	(1)+(2)+(3)+(4)
6	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
7	Employer's contribution to ESIS	3.25%		662	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
8	Total CTC Payable per month per Executive			25,708/-	Say ₹25,708/-

B) Office Assistant (Surat)

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	579	26	15054	As per GOI, MOL&E, O/o CLC© New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	135	26	3510	
3	Bonus on Basic + VDA Amount	8.33%		1546	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Assistant			20,110/-	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		603	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per Assistant			22,663/-	Say ₹22,663/-

ILLUSTRATIVE PACKAGE SHOWING COST PER MONTH: -**C) Office Assistant (Mumbai)**

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	637	26	16562	As per GOI, MOL&E, O/o CLC© New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	147	26	3822	
3	Bonus	8.33%		1698	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Assistant			22,082/-	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		662	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per Assistant			24,694/-	Say ₹24694/-

D) Office Assistant (Navsari/Valsad/Dahanu Road)

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	494	26	12844	As per GOI, MOL&E, O/o CLC© New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	115	26	2990	
3	Bonus	8.33%		1319	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Assistant			17153/-	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		515	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per Assistant			19,618/-	Say ₹19618/-

E) Office Attendant (Surat)

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	437	26	11362	As per GOI, MOL&E, O/o CLC© New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	102	26	2652	
3	Bonus on Basic + VDA Amount	8.33%		1167	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Attendant			15181	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1822	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		455	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per Attendant			17458	Say ₹17458/-

F) Office Attendant (BL/NVS/DRD))

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	350	26	9100	As per GOI, MOL&E, O/o CLC© New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	81	26	2106	
3	Bonus	8.33%		933	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Attendant			12139	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1457	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		364	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per Attendant			13960	Say ₹13960/-

G) AUTOCAD Operator (Mumbai)

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	693	26	18018	As per GOI, MOL&E, O/o CLCC New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	160	26	4160	
3	Bonus	8.33%		1847	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one AUTOCAD Operator			24025	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		721	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per AUTOCAD Operator			26696	Say ₹26696/-

H) Caretaker Cum Cook

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	579	26	15054	As per GOI, MOL&E, O/o CLCC New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	135	26	3510	
3	Bonus	8.33%		1546	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Caretaker Cum Cook			20110	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		603	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month for one Caretaker Cum Cook			22,663	Say ₹22,663/-

**ILLUSTRATIVE PACKAGE SHOWING COST PER
MONTH: - I) Office Attendant (Mumbai)**

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	523	26	13598	As per GOI, MOL&E, O/o CLC@ New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	122	26	3172	
3	Bonus	8.33%		1397	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Attendant			18167	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		545	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per Attendant			20662	Say ₹20662/-

J)Field man (Mumbai)

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	579	26	15054	As per GOI, MOL&E, O/o CLC@ New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	135	26	3510	
3	Bonus	8.33%		1546	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one Field man			20110	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1950	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		603	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month for one Field man			22663	Say ₹22663/-

K)Field Man (Dahanu Road/Valsad)

Sr. No	Particulars of Salary	Rate	No. of days pm	Gross Amt/ pm	Remarks/References
1	Basic Wages	410	26	10660	As per GOI, MOL&E, O/o CLC© New Delhi letter no.F 1/20(3)/2021-LS-II dated 23.04.2021.
2	Variable Dearness Allowance (VDA)	95	26	2470	
3	Bonus	8.33%		1094	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
4	Gross Monthly Pay of one field Man			14224	(1)+(2)+(3)
5	Employer's contribution to EPF	13.00%		1707	As per MOL&E / EPFO Notification dated 21.05.2018.
6	Employer's contribution to ESIS	3.25%		427	As per HQ/HR/3/Outsource Pol/9/201602199 dated 25.07.2017.
7	Total CTC Payable per month per field Man			16358	Say ₹16358/-

SECTION-9

ANNEXURES

Annexure -1

Proforma for Experience Certificate:

{On the letter head of the bidder/firm}

1. Company Brochures.
2. Profile of the Company (please provide not more than two-page note including year of establishment, type of business of the company, experience etc.)
3. Proforma of Experience for similar assignment done in the last two or more years:

Following details for each assignment must be provided in the sequence given below:

- a. Name of Work
- b. Name of Client
- c. Country& state (where work is executed)
- d. Type of Organization like Central Govt. /State Govt. /PSU/ Private /Public Limited.
- e. Brief description of scope of assignment
- f. Components of assignment (Components of assignments should be indicated as: Secretarial /Technical /Non-Technical / other.
- g. Award Date
- h. Completion Date (if not completed, percentage of work completed so far and likely date of completion)
- i. No. of man months
- j. Cost of work
- k. If executed in JV, % Participation

(Only those assignments should be included, which have been carried out by the applicant. The assignments carried out by parents/sister companies should not be included unless the parents/sister company is/are part of the consortium or Joint Venture.)

Any other information applicant may like to submit to indicate that they are qualified to perform the services.

Signature of Proprietor/Director/Partner/Authorised signatory with official stamp.

Proforma for Performance Certificate

{On the letter head of the bidder/firm to be submitted separately for each work}

M/s.....has provided Secretarial or technical or non-technical (Finance/Admin/Purchase) manpower services to _____. 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. 2017-18, 2018-19, 2019-2020 & 2020-21.

(Name & signature of the Proprietor/Director/Partner/Authorised signatory with official stamp and phone no.)

Annexure- 3

PROFORMA FOR AFFIDAVIT

{On the letterhead of the Bidder/Tenderer/Firm}

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

(Name & signature of the Proprietor/Director/Partner/Authorised signatory with official stamp and phone no.)

Annexure- 4**: PROFORMA FOR BIDDER'S GENERAL INFORMATION:**

{On the letter head of Bidder/Tenderer/Firm}

Sr. No.	Particulars	Details	
1	Name of the Agency (Manpower providing services).		
2	Address with telephone and Fax No. (In Mumbai and other State of India along with head office/registered office).		
3	Status of applicant (individual/ proprietorship firm / partnership firm/ private/ public limited Co./autonomous Bodies (attach documentary evidence).		
4	Types of services provided (Experience certificates to be enclosed).		
	Annual Turnover of last three financial Years (Audited financial statement of last three financial years to be enclosed).	2018-19	
		2019-20	
		2020-21	
6	Registration details under applicable Laws:- a) Service Tax / GST b) PAN c) Contract Labour License d) EPFO registration e) ESIC Registration f) Shop Act License g) Any other Registration		
7	List of clients along with their financial year wise paid contractual Turnover in numbers during last 3 years.		
8	Executive Summary about the agency.		

(Name & signature of the Proprietor/Director/Partner/Authorised signatory with official stamp and phone no.)

Annexure- 5Format of Bank Guarantee for Mobilization Advance Payment

Bank Guarantee No.: - - - - -

Dated: - - - - -

To,

Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex Sth Floor,
Pragati Maidan, New Delhi

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

This bank guarantee made on this -----day of ----- (month) ----- (year) between (name of bank) carrying on its banking business under banking regulation act 1949 having registered office at -----

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

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. -----

-----for construction of ----- (hereinafter called "the Contract")

To M/s -----having its registered office at -----

- --(hereinafter called "the Contractor").

And Whereas vide Clause ----- of the General Condition of Contract, Mobilization Advance up to 10% (ten percent) of the original contract value of Rs ----- (Rs in words) is payable to the contractor against Bank Guarantee, the contractor hereby applies for Mobilization Advance of 5% (five percent) amounting to Rs ----- (Rs in words) of the contract price, as per Appendix to Tender.

And Whereas this Bank Guarantee is for Rs ----- (Rs. in words) against the above mobilization Advance amount of Rs ----- (Rs. in words).

Now, we the undersigned of the bank 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.

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

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee is valid till ----- .

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

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 Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

(continue from page 1, BG No., Dated))

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

Notwithstanding anything to the contrary contained hereinbefore:

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

Bank Seal

Signature of Bank Authorize Official with seal.

Name:.....

Designation:

Address:

Witness:

1. Name:.....

Designation:

Address:

2. Name:.....

Designation:

Address:

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

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:-----

To,

Dated:-----

Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex Sth Floor,
Pragati Maidan, New Delhi.

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

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

Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the
 other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no.-----
 ----for construction of----- (hereinafter called "the Contract")

To M/s-----its registered office at-----

 (hereinafter called "the 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.

(Continue from page 1, BG No., Dated.....)

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the 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 undertakes to renew this guarantee or to extend the period of guarantee from 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 power exercisable by the Employer against the said contractor and to forbear or 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 granted to the said contractor for any bearing 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 Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

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

Notwithstanding anything to the contrary contained hereinbefore:

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

(Guarantee-Bond offered by-Banks to DFCC in connection with the execution of Contracts) (SO)

GUARANTEE BOND FORMAT
(To be used by approved Schedule Banks)

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

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

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

4. We _____ (indicate the name of Bank)

further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____

the Employer/DFCCIL certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

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

6. We _____ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

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

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

Bank
Seal seal

Signature of Bank Authorize Official
with

Name:
Designation:
Address:

Witness:

1.

Name:

Design:

Address:

2.Name

:Design

Address:

(Note :- Bid Security Declaration on Bidder's letterhead with duly notarized should be submitted along with offer.)

Bid Security Declaration

Tender No. : MUM/North/HR/Manpower Outsourcing/820

Name of Work: Engagement of Contractor for Outsourcing of Secretarial and Support Manpower services and Outsource at Offices in the Jurisdiction of CGM/North/Mumbai Unit of DFCCIL at Mumbai, Dahanu Road, Navsari, Valsad and Surat.

I/We, M/s. (Name of bidder) _____ am/are aware that I/We have been exempted from submission of Bid Security / Earnest Money Deposit in lieu of this Bid Security Declaration. I/we understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee / Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/we i.e., the bidder shall be banned from submission of bids in any works / Service Tender issued by DFCCIL (Indian Railways) for a period of 24 months from the date of such banning done on ireps.

Signature with seal of Bidder

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, 7th Floor, New Administrative Building, D. N. Road, Mumbai – 400001, acting through (Project Head and name/address of the Project) (hereinafter called “the Employer/Engineer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

Tender No. MUM/N/HR/Manpower Outsource/820

5. Total value of Contract is Rs.4,69,98,480/- excluding GST & Commission Contract shall be in force for an initial period of Twenty Four months from date 01.06.2021 to 31.05.2023 extendable further upto one year (upto dt 31.05.2024) on existing terms & conditions with mutual consent.

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

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

Witness:

1.

2.

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

Witness:

1.

2.

Name and address of the witnesses to be indicated

Note: - Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria

End of Document

Tender No. MUM/N/HR/Manpower Outsource/820