

SPECIAL CONDITIONS OF CONTRACT

1.1 INFORMATION

1.1.1 The Bidder(s) can download the Bid document online from the website address www.gem.gov.in.

1.1.2 Payment of EMD 2% of Estimated Bid Value (Rs.3,65,299.00/-) in respect of e-Bidding should only be accepted through net banking or payment gateway only before the schedule date and time of submission of Bid otherwise the Bid will not be considered/shall be summarily rejected.

Payment of EMD & Bid Document fee, in respect of e-Bidding, should only be accepted through net banking or payment gateway only, before the schedule date and time of submission of the Bid otherwise the Bid will not be considered/shall be summarily rejected. No documents are required to be deposited physically in the Bid box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the Bid. Details of DFCCIL/Vadodara bank account for making payment by RTGS are as under:

Name	CGM DFCCIL Vadodara
Bank account number	310601010040591
IFSC Code	UBIN0546836
Bank name	UNION BANK OF INDIA

1.1.3 The entire Bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after they are signed and stamped. Bid document shall be accompanied with the copy of Bid Fee and Bid deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; document in support of the Bidder(s)/ all the documents as mentioned in CHECK LIST.

1.1.4 All Bids shall be uploaded in accordance with the instructions contained in these documents (hereinafter called as Bid documents). Non - Compliance with any of the instructions set forth herein above is liable to result in the Bid being rejected.

1.1.5 A firm should submit only one offer against the E-Bid. In case, a firm submits more than one Bid, such firm will be disqualified.

1.1.6 In preparing the Proposal, Bidder(s) are expected to examine all terms and conditions included in the document. Failure to provide all required information will be at own risk of the Bidder(s) and will result in rejection of the proposal submitted by the Bidder(s).

1.1.7 If the Bidder(s) deliberately gives/give wrong information in his / their Bid or creates circumstance for the acceptance of this / their Bid, the DFCCIL reserves the right to reject such Bid at any stage.

1.1.8 The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign the Proposals.

1.1.9 While quoting the online rates in Bid sheet provided on website www.gem.gov.in Bidder(s) are expected to take into account the requirements and conditions of the Bid documents.

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- 1.1.11 A master copy of the documents downloaded from the website mentioned above shall be kept in the Bid file, in the office of the Bid inviting authority. In case of any discrepancy between the Bid document downloaded from the website and the master copy, the later shall prevail and shall be binding on the Bidder(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the Bid inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of Bid inviting authority.
- 1.1.12 The Bidder(s) downloading the documents from internet must keep themselves updated through the website from which the Bid documents is downloaded regarding corrigendum, if any, to the notice inviting Bid or the Bid documents, which shall be uploaded in the same website only. The offers received without such corrigendum published shall be liable to be rejected.
- 1.1.13 Any willful changes/deletion/addition in printing carried out in the Bid documents shall be viewed very seriously, whether detected at the time of opening/award of Bid or after award of work, the same may result in penal action such as termination of contract, banning of further business with the defaulting Bidder(s) are liable to be prosecuted as per law.
- 1.1.14 The Bidder(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the Bid or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favor of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the Bid, sign the agreements, raise claims, receive money & compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

1.2 BID OPENING

- 1.2.1 Conditional Bids are liable to be rejected straightway. DFCCIL reserves the right to reject such Bids summarily without assigning any reasons whatsoever. In case Bidder(s) still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/variations from the Bid stipulations mentioned in the Bid documents.

1.3 GENERAL INFORMATION

- 1.3.1 Bid document is **NON-TRANSFERABLE**. Bids received from Bidder(s) in whose name documents have been uploaded/ offered shall only be considered.
- 1.3.2 No extension in the Bid due date shall be considered on account of internet speed or any technical fault.
- 1.3.3 Online Issuance of Bid document does not automatically mean that such parties are considered qualified.
- 1.3.4 The agency selected will be awarded the work for the specified period.
- 1.3.5 Bidder shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Clients not bound to accept any proposal, and reserves the right to annul the selection process at any time

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prior to Contract award, without here by incurring any liability to the Bidders.

- 1.3.6 DFCCIL reserve the right to modify, extend, restrict, scrap, re-float the Bid without assigning any reason.

1.4 VALIDITY OF PROPOSAL

- 1.4.1 The Bidder(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Bidder(s) liable for forfeiture of his bid deposit. The Bidder (s) cannot withdraw their offers within the period of validity / extended validity.

1.5 BID DEPOSIT/ Earnest Money Deposit (EMD)

- 1.5.1 Payment of EMD in respect of e-Bidding shall be accepted through net banking or payment gateway only before the schedule date and time of submission. The bank details have been provided in para 2 of Section 1.
- 1.5.2 Earnest Money shall be forfeited in case of revocation of Bid or increase in rates or change (s) in any terms & conditions after opening of the Bid and before the expiry of validity of the Bid.
- 1.5.3 If the Bid is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Bidder(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 1.5.4 The EMD of all unsuccessful Bidder(s) except that of the successful Bidder(s) will be discharged/ returned after the award of the contract. No interest will be paid by DFCCIL on the above EMD amount.
- 1.5.5 All Micro and Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum shall be given all benefits towards Earnest Money (EMD) in terms of Railway Board's Letter No.2010/RS/(G)/363/1 dated 31.3.2016. The bidders who fail to submit Udyog Aadhar Memorandum (UAM) number shall not be able the benefits available to MSEs as contained in public procurement policy for MSEs order 2012 issued by MSME and as per Corporate office, DFCCIL letter No. HQ/GGM/Admin/MSME dated 28.03.2018.

1.6 ELIGIBILITY CRITERIA

- 1.6.1 The Bidder(s) should satisfy the minimum Eligibility Criteria as laid down in the Bid document and in support of eligibility criteria, the Bidder(s) should have to submit documents as stipulated in Bid document along with their Bids.

1.7 FIRM DETAILS, SIGNATURE OF BIDS & DOCUMENTARY PROOF

- 1.7.1 The Bid must contain the full name, designation and complete address of the place of business of the person(s) signing the Bid. Bid(s) shall furnish "BRIEF DETAILS OF THE BIDDER(s)"
- 1.7.2 The Bid shall be signed by the individual or individuals legally authorized to enter in to contract on behalf of the Bidder (s). Any individual or individuals signing the Bid documents or other documents should specify whether he is signing as:-
- a) As a Sole Proprietor of the firm, Attorney of the Sole Proprietor; or
- b) As a Partner / Partners of the firm; or

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c) As a Director /Manager or Security in a Limited Company etc.

1.7.3 The Bidder(s)'s whose Bid is accepted will be required to appear at the office of the Chief General Manager, DFCCIL, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,) Chhani Jakat Naka, Vadodara – 390024, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the Bid in which case the full value of the Earnest Money accompanying the Bid shall stand forfeited.

1.7.4 In person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the Bid in which case the full value of the Earnest Money.

1.8 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

1.8.1 Bidder(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.

1.8.2 Rates are inclusive of labour and all statutory taxes & obligations of Central Govt. and State Govt./ local bodies as applicable at the time of the opening of the Bid, unless otherwise specified separately in this Bid document. The Bid prices shall be in Indian rupees only.

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

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

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

1.9 ENGAGEMENT OF PERSONNEL

1.9.1 Persons provided should possess requirement of job and have good behavior and unblemished record and character.

1.10 AWARD OF CONTRACT

1.10.1 The DFCCIL will issue a letter of Acceptance to the successful Bidder.

1.10.2 Until a formal agreement is prepared and executed acceptance of this Bid shall constitute a binding contract between DFCCIL and Bidder subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance

1.10.3 The successful Bidder will be required to execute the Contract Agreement within days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Bid Document, General Conditions of Contract and Special Conditions of Contract.

1.10.4 The successful firm / Bidder with whom the contract is signed shall commence the

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assignment within 15 days from the date of issue of acceptance letter or any date as specified in LOA.

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

1.11 PROPOSAL EVALUATION: -

1.11.1 A single stage procedure shall be adopted in evaluating the proposals.

1.11.2 The work will be awarded to the lowest bidder who fulfill all requisite qualification as per Bid documents.

1.11.3 The proposal of the Bidder will be assessed only based on the information / documents submitted along with the Bid. However, DFCCIL reserves the right to seek clarification from the Bidder if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Bidder will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal.

1.11.4 The proposals shall be opened on line.

1.11.5 The successful Bidder(s) would be selected on the basis of least commission quoted by the Bidder(s) on the pay, payable to the outsourced person as per minimum wages.

1.12 BID DOCUMENTS ARE NOT TRANSFERABLE

1.13 Joint venture (JV) firms are not allowed to participate in this Bid.

1.14 PERFORMANCE GUARANTEE (P.G.)

1.14.1 On acceptance of e-tender the successful e-tenderer shall have to submit performance guarantee amounting to 3% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, Vadodara. Successful bidder has to submit PBG before signing of agreement.

No payment will be release until/unless he has submitted performance guarantee in terms of value validity & in the form as specified in this clause.

1.14.2 This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that, In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

1.14.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".

1.14.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the e-tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the e-tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

1.14.5 The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any

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other provisions in the contract agreement) in the event of:-

- i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
- ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
- iii) The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

1.15 SECURITY DEPOSIT

- 1.15.1 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- 1.15.2 Security Deposit for each work shall be 5% of the contract value.
- 1.15.3 The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered,
- 1.15.4 Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 1.15.5 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.
- 1.15.6 No interest will be payable upon the Earnest Money deposit and Security Deposit or any other amounts payable to the Contractor under the Contract.
- 1.15.7 **Forfeiture of SD:-** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

1. CARE IN SUBMISSION OF BIDS: -

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

2. Eligibility Criteria:

In support of their credentials, the bidder has to submit documents as stipulated as follows along with their bid.

THE BIDDER SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:

1	The Bidder(s) should have physically completed at the time of opening of bid in the last Three financial years (i.e. current year and three previous financial years). The work should be physically completed on or before the date of opening of bid.	At least one similar single work for a minimum value of <u>35%</u> of advertised bid value of work.
	<p align="center">OR</p> <p>Bidder should be carrying out at least one work of providing housekeeping services for at least two years with payment not less than 35% of the estimated cost of work.</p> <p>The Similar nature of work in this bid means "Supply of Manpower of categories of Steno cum PA, Computer Operator cum Office Assistant, Auto CAD Operator, Office Attendant, Peon, Field Man etc. to Government Organization, Public sector unit, Autonomous Body, Public Limited Company, Private Ltd Company, Reputed Educational Institution, Reputed Commercial institution."</p>	<p align="center">OR</p> <p>At least one similar single work for a minimum value of <u>35%</u> of advertised bid value of work.</p>
2	The Bidder(s) should have received a total contractual amount during the last three financial years and in the current financial year.	Should be a minimum of 150% of advertised Bid value of work. In support of which, the attested certificate from Employer/ Client, TDS certificate/ Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the Bid.

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3	<p>a) Registration for ESI, EPF, GST, PAN number.</p> <p>b) Affidavit that the firm has not been blacklisted for business by any government department /PSU and for preceding three years from date of invitation of Bid. It must be mentioned categorically in the affidavit that no work had been cancelled against them for poor performance in last three years.</p> <p>c) Registered under Contract Labour (Regulation and Abolition) Act'1970 and a valid labour license under this Act</p> <p>d) Pre-contract integrity pact</p> <p>e) Office at Vadodara</p>	<p>a) Valid Registration certificates and documents are to be enclosed.</p> <p>b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-VII of the bid document.</p> <p>c) Registration certificate/Affidavit/ documents to be enclosed</p> <p>d) Annexure-VI</p> <p>e) Valid Government registration proof</p>
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3. Bidder shall submit along with the bid, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the bidding notice & Conditions. DFCCIL has full rights to reject the incomplete offer.

In reference to para of the bidding document, the bidders will produce/attach the certificate of Work completion with the Bid Document and in such certificate it should clearly mention the following details: -

- a. Name of Agency issuing a certificate.
 - b. Date of issue of certificate.
 - c. The name of work
 - d. The Acceptance letter no.
 - e. The date of issue of Acceptance letter.
 - f. Agreement no.
 - g. Date of execution of Agreement.
 - h. Date of original Completion of Work as per Acceptance Letter.
 - i. Date of Actual completion of Work.
 - j. The Amount of Work done as per Agreement (in Rupees).
 - k. The Final Amount of Work at the time of Completion of Work (in Rupees).
 - l. Whether the Work is completed satisfactory or not satisfactory.
4. In case the Bidder(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Bid notice & Bid conditions, along with the Bid, the offer shall be considered as incomplete and shall be liable to be rejected.
5. All documents should be uploaded with the bid form duly self-attested.
6. Certificates from Private individuals for whom such works are executed/being executed will not be accepted. The 'Organizations' other than 'Private Individuals' from whom certificates can be considered for evaluation for eligibility criteria, are as follows.
- a. Government Organization/Public sector undertaking (PSU).
7. The Bidder should submit an Affidavit on **letter head** that it has not been blacklisted for business by any Government Department/PSU and that last three years to be reckoned from date of invitation of Bid, no service has been cancelled against them for poor performance.

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Sr. No.	Particulars	Details
1.	Name of agency (Service provider)	
2.	Address with Telephone and Fax no.	
3.	Status of applicant (attach documentary evidence)	
4.	Types of the services provided (Experience certificates to be enclosed)	
5	Annual turnover of last three financial years (audited financial statement of last three financial years to be enclosed with Documentary evidence)	
6	EPF Establishment Registration No. (attach documentary evidence)	
7.	Establishment registration No. (attach documentary evidence)	
8	PAN No. (attach documentary evidence)	
9	GST Registration no.(attach documentary evidence)	
10	Other registration details under other applicable labour laws. (Attach documentary evidence)	
11	List of Clients along with their placement turnover in numbers. (Last three years)	
12	Attach satisfactory performance report from existing clients from Govt./PSU.	
13	Executive Summary about the agency.	
14	Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicable) *	

9. MSME

As advised by Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry of Railways vide letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23.03.2012, issued by Ministry of MSME and as per Corporate Office, DFCCIL Letter No. HQ/GGM/Admin/MSME dated 28.03.2018. The MSE Bidders shall enclose the Documentary proof of the same.

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

10. DETERMINATION OF CONTRACT DUE TO FIRM/ CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT.**10.1** If the Firm/Contractor

- a) Becomes bankrupt or insolvent, or,
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of

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his creditors or

- c) Being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ;or
- d) has execution levied on his goods or property or the works, or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f) abandons the contract, or
- g) persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- h) Fails to take steps to employ competent and/ or additional staff and labour, or
- i) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j) Suppresses or gives wrong information while submitting the Bid or any other condition which DFCCIL may consider default of contractor.

10.2 In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after 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 instructions as afore said to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

11. DETERMINATION OF CONTRACT BY DFCCIL: -

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

12. LABOUR RULES

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

The Contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to

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face the further consequences.

The Contractor shall have to follow all rules and regulation pertaining to payment of Minimum Wages Act as notified by Central/State Government applicable for project sites. The Contractor shall also be responsible for observance of labour regulation in respect of labour welfare PF & ESI.

13. COMPLIANCE OF VARIOUS ACTS:

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

14. CHILD LABOUR (PROHIBITION AND REGULATION) ACT-1986.

The employment of any person less than fourteen years (14 years) of age shall be prohibited from DFCCIL's works. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

15. SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof.

Mutual Settlement - All such disputes or differences shall in the first place be referred by the Manpower Service Provider to the Employer in writing for resolving the same through mutual discussions.

16. QUANTITY VARIATION: -

The overall variation can be done $\pm 50\%$ of the contract value on same terms & condition of contract agreement with the discretion of DFCCIL. The change in the final agreement value may be due to change in quantity / period specified in the contract, individual items may vary more or less.

17. LAWS AND REGULATIONS: -

Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this Bid, decision of the Managing Director, DFCCIL, shall be the final and binding.

18. JURISDICTION OF COURTS: -

Jurisdiction of courts for dispute resolution shall be Vadodara/Surat only.

3.1 Detailed Scope of Work:

The scope of work under this Bid includes –Manpower service provider has to provide services of outsourced persons in various categories (As per Annexure –I) at DFCCIL office at 4th Floor, Block-A, Narmada Naher Bhavan, SSNNL's Office, Chhani Jakat Naka, Vadodara – 390 024 & thereafter to proposed CGM/DFCCIL New Udhna(Surat). The deployed staff has to performed duties as decided by DFCCIL.

3.2 Selection of Successful Bidder (Manpower Service Provider Agency)

3.2.1 The successful bidder would be selected on the basis of least commission quoted by the bidder on the gross pay payable to the outsourced persons as indicated in **Annexure-I**.

3.2.2 **In case the least commission quoted be the bidders are same then the bidder having higher credential i.e. maximum services provided in terms of Man month in the last three years would be selected.**

3.3 Terms and conditions: -

3.3.1 The Manpower Service Provider shall, if and when so requested by DFCCIL, will provide the placement services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience and the tentative number of (as per minimum wages + VDA) out sourced persons required.

3.3.2 It shall be the responsibility of the Manpower Service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for performing the defined functions by DFCCIL and 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/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the services of such staff immediately and shall provide suitable replacement within 15 days' time.

3.3.3 If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower service provider to take necessary action to improve the performance of the hired staff and if the performance does not improve even after 15 days of such communication, the Manpower Service Provider, shall provide a replacement acceptable to DFCCIL within 15 days' time.

3.3.4 The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, compensation etc. including payment/contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirements and subject to deduction of any tax or other amounts as required by law or as provided herein.

3.3.5 The Manpower Service Provider shall make actual disbursement of salary to the outsourced persons in various categories as agreed with DFCCIL (Annexure-I) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.

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- 3.3.6 The engagement of Manpower Service provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving a notice of one month.
- 3.3.7 The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with the approval of DFCCIL.
- 3.3.8 The Manpower service provider shall provide other categories of staff also on hiring basis as per requirement of DFCCIL. The essential qualification / pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
- 3.3.9 The existing outsourced staff shall be given preference in the selection of candidates in this tender based on their performance in the previous years. This will be considered only after their written consent to continue the work in DFCCIL.
- 3.3.10 Any outsourced staff shall not be liable to pay any one time/recurring charges to bidder in any form. In case it is found that the bidder is demanding/taking any charges from any outsourced staff, then his services shall be terminated and his EMD shall be forfeited.

3.4 Payment Terms

- 3.4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person, besides the commission payable to the Manpower Service Provider and applicable GST.
- 3.4.2 The Manpower Service Provider shall provide documentary evidence to the satisfaction of DFCCIL for submission of statutory payments towards PF, ESI, etc. in the account of outsourced employees with the appropriate authorities.
- 3.4.3 The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days of completion of every calendar month.
- 3.4.4 TDS as per rule at the prevailing rate shall be deducted from the monthly bill. Form No.16 will be issued at the end of the financial year.
- 3.4.5 Actual expenditure incurred on TA/DA will be reimbursed, No Commission / GST will be paid to the contractor on TA / DA.
- 3.4.6 The contractor should raise monthly bill of TA /DA expenditure of outsource staff along with the regular salary monthly bills.
- 3.4.7 A penalty of Rs.500.00 per incidence will be imposed on contractor in case of non-compliance of any of condition / instruction issued by DFCCIL to any outsourced staff e.g. perform journey due to non-availability of sufficient fund to perform journey or refuse to perform any official work assign by DFCCIL officials or dis obeying the instruction issued by DFCCIL officials.
- 3.4.8 The contractor should keep sufficient amount / funds with outsourced employees of contractor to meet the expenditure towards TA/DA of outsourced staff during the contract period.

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- 3.4.9 The rates for wages for outsourced staff will be governed by minimum wages Act. As on date the prevailing notification No.1/7(3)/2023-LS-II Dt.01.04.2024 of Central Government Ministry of Labour Employment New Delhi is effective w.e.f. 01.04.2024 and this will be treated as the reference rate for calculating the proportionate increase over the Bided rates. In addition to minimum wages, the V.D.A. as per prevailing rates will be paid to the staff. **Further, this rates shall also be governed by CO/DFCCIL's circular no.13/2017 vide letter no. HQ/HR/3/Outsource Pol./9/201602199 dated. 25.07.2017 or latest.**
- 3.4.10 The payment to contractor will be made within 10 days on receipt of complete set of bills i.e. along with all required related documents attached with the bills.
- 3.4.11 The Manpower Service provider will ensure before raising the bill on DFCCIL for the services rendered by outsource persons, the salary / remuneration payable to outsource persons is to be paid & proof of payment should be annexed with the salary bills.
- 3.4.12 The monthly payment to the outsourced personnel shall be made as per accepted rates by 5th of every months. In case, if 5th day happened to be a holiday or subsequent days happen to be holiday, payment shall be made on the next working day. In case of delay of monthly payment, penalty @Rs.200.00 per day will be deducted. The CTC/remuneration of outsource staff may be kept keeping in view the guidelines issued from time to time by /govt. of India as per Minimum Wages Act 1948.
- 3.4.13 Sample of Invoice / Bill format showing various taxes, deduction and net payable amount for monthly payment is at Annexure – XI.
- 3.4.14 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Section-4) besides the commission payable to the Manpower Service Provider and applicable GST.
- 3.4.15 ***Note in case of Mediclaim Policies: -**
In Case of Mediclaim Policies, the Manpower Service provider shall be obliged to submit Premium Receipt within 60 days after Award of Contract along with submittal of the relevant Mediclaim Policy but in case of Mediclaim Policy requiring Monthly premiums, the Monthly Premium receipts shall have to be submitted after submittal of the Mediclaim Policy i.e. submittal to commence from a date within 60 Days of the award of the Contract)
1. Bank Statement as proof of payment to employees,
 2. Certificate pertaining regarding compliance of Shramik Kalyan portal
 3. Any other documents, if required.
- The Manpower Service Provider shall submit the monthly wage bill latest by 5th of the following month. As mentioned above, the aforesaid Monthly Wage bill shall, mandatorily, be, accompanied by proof of remittance of PF, ESI contribution /Mediclaim Policy Premium receipt (Employee and Employer both) with the concerned authorities of the previous month (PF/ESI Challan), for which the wage bill is raised, i.e. the monthly wage bill should be accompanied by PF/ESI Challan of the month, for which the payment is sought, only. In respect of the personnel deployed by the Manpower Service Provider at the offices of DFCCIL, the Contractor shall remit the Provident Fund contribution of the deployed personnel to the PF Office in a separate account so that the names of the personnel deployed at DFCCIL only appears in the PF Challan.

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3.5 Obligations of the Manpower Service Provider

- 3.5.1 The Manpower Service Provider 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.
- 3.5.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 3.5.3 The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to persons engaged/employed by them including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave , etc.
- 3.5.4 In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission committed by any employee, agent, representative, attorney, and person(s) engaged/employed by them for discharging the obligations under this Contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance.
- 3.5.5 The Manpower Service Provider shall decide the modus operandi to engage men by them for rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/functions.
- 3.5.6 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work as required.
- 3.5.7 The Manpower Service Provider shall submit the Experience Certificate of the outsource persons for the last two years and also verify and certify satisfactory character and antecedent records of them.
- 3.5.8 The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and /or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 3.5.9 The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.

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- 3.5.10 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 3.5.11 The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider. These attendance rolls shall be signed by the proprietor of the Manpower Service Provider or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 3.5.12 Upon a written /oral request being made by DFCCIL in that regard the Manpower Service Provider will, within 24 hours of receipt of such request, discontinue the manpower found to be unsatisfactory or otherwise objected to by DFCCIL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued Services.
- 3.5.13 Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- 3.5.14 The Manpower Service Provider may please note that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by the 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.
- 3.5.15 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 3.5.16 The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed at any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 15 days' time.
- 3.5.17 The services of the outsourced person engaged are liable to be transferred anywhere in same city from one department to another and one branch to another without any extra remuneration depending on the exigencies of the work.
- 3.5.18 The services of the outsourced persons shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interest, credits and prestige of DFCCIL.
- 3.5.19 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced person with regard to information relating to DFCCIL, its premises, clients, business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, any details about accounts, matters or transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.

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- 3.5.20 The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations, criminal as well as civil cases that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 3.5.21 It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium/compensation at any stage in respect of insurance to them. Manpower Service Provider 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 so keep the requisite policies running.
- 3.5.22 For any employee leaving the services, agency will have to give a notice of at least 15 days in advance. A no dues certificate shall be taken from DFCCIL before the date of relieving failing which dues shall be recovered from the agency.
- 3.5.23 In future, if the CGM office is shifted to New Udhna (Surat), the Manpower Service Provider will have to provide outsourced persons at CGM office at New Udhna(Surat), as per the instructions of DFCCIL.
- 3.5.24 In case of OAs including receptionist having total 7 years and more experience of working in DFCCIL will be paid, Highly Skilled Category-I, subject to the condition that the total strength of Highly skilled category-I will not exceed the sanctioned strength.

3.6 Working Hours of Hired staff

- 3.8.2 The total weekly working hours for the outsourced personnel shall be 8 hrs. a day for 6 days in a week. However, the timings may be changed without any overall impact on the total period of duty as per requirement of operation. The personnel would get a day off every week, National Holiday along with General Holidays as being declared by Divisional Railway Office/Vadodara. Proportionate additional payment will be made for attending office on Sunday/holiday or extra hour worked during the working days if required by DFCCIL.

3.7 Facilities to the Outsourcing Staff

(i) T.A. Entitlement (Office Assistant/Computer Operator)

		For Metro City for stay less than 8 hrs. for stay more than 8 hrs.		For other than Metro City for stay less than 8 hrs. for stay more than 8 hrs.	
01.	Daily Allowance	Rs.400.00	Rs.700.00	Rs.400.00	Rs.600.00
02.	Night Stay charges	Rs.1000.00		Rs.800.00	
03.	Night Travel charge	Rs.500.00 for journey performed more than 4 hrs. between 10.00 PM to 06.00 AM.			

(ii) T.A. Entitlement (Office Attendant & field man)

		For Metro City for stay less than 8 hrs. for stay more than 8 hrs.		For other than Metro City for stay less than 8 hrs. for stay more than 8 hrs.	
01.	Daily Allowance	Rs.300.00	Rs.500.00	Rs.300.00	Rs.400.00

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02.	Night Stay charges	Rs.800.00	Rs.500.00
03.	Night Travel Charge	Rs.300.00 for journey performed more than 4 hrs. between 10.00 PM to 06.00 AM.	

- (iii) Uniform to office attendant, field man & peon shall be provided by contractor with Name Badges to each staff engaged by Manpower Service Provider and reimbursement shall be done by DFCCIL @ Rs.3000.00 per year for 2 sets in a year.

NOTE:-

- i) For outstation duty the actual fare of Bus (non AC)/Train (SL Class) will be reimbursed.
- ii) The entitlement of TA is for those employees only who are deputed to perform their duty beyond Vadodara/Surat Municipal area.
- iii) For local movement conveyance charges will be paid @ Rs.10.00 per km. subject to minimum of 2.5 kms. This shall be based on self-declaration of the staff and duly certify by the officer deputing the staff.
- iv) GM's /CGM's are authorized to enhance travelling allowance with the limit as applicable to Sr. Executive/ Executive in DFCCIL.

3.8 Obligation of DFCCIL

3.8.1 DFCCIL will, subject to compliance of this Contract and all statutory requirements and the provision of services to its satisfaction by the Manpower service Provider and subject to deduction of tax at source under the Income Tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided in this Contract.

3.8.2 There shall be three types of pay structures for both Skilled and Highly Skilled category-I and Highly Skilled Category- II, depending on the years of service rendered by them in DFCCIL.

- a) Fresh employment till completion of 03 years – minimum wages as given in para 1.0 of Section-4 will be paid.
- b) In addition to wages structure given in 1.0 of Section-4 those outsourced personnel worked earlier with DFCCIL for more than 03 years till completion of 10 years of engagement (Deducting breaks in service, if any) Rs. 2000/- will be given extra.
- c) In case of outsourced personnel having more than 10 years' experience of working in DFCCIL (Deducting breaks in service, if any) Rs. 3000/- will be given extra in addition to wages structure given in 1.0 of Section-4.

3.9 Scope of Service

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

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employees of the DFCCIL.

3.10 Other terms and Termination

- 3.10.1 Contract shall be deemed to have commenced as on and from the date mentioned in Letter of Acceptance & can further be extended (if required by DFCCIL) on existing terms and conditions.
- 3.10.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 3.10.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 3.10.4 In future, if CTC revised by Corporate Office then agency has to make payment of revised CTC at the same rate of agency's commission/service charges.
- 3.10.5 The maximum age for all the categories will be 65 years and staff deployed should have good health.
- 3.10.6 The manpower service provider shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account.
- 3.10.7 The contractor has to submit the copy of Police Verification of all the staff provided as per schedule of quantity – I within SIX months from the date the staff put in services as per LOA. Further, it should be ensured by the contractor that during the currency of contract if any of staff is required to be changed, it should be ensured by the contractor that only such staff having police verification should be deployed.
- 3.10.8 Contractors authorized representative (Owner/Director/Partner/Manger) shall personally contact nominated officer of DFCCIL/Vadodara 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 issues.
- 3.10.9 In case of death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- 3.10.10 Agency / Service provider should have / will have to open their office in Vadodara/Surat & give details & address along with name of person, Office Telephone number etc. of Vadodara/Surat office & submit the registration certificate of establishment issued by Vadodara & Surat Municipal Corporation under Shops & Establishment Act 1948 in reasonable time before executing Contract Agreement, failing which the EMD will be forfeited.
- 3.10.11 If minimum wages revised by Ministry of Labour & Employment, the same shall be revised and payment should be paid as per revised rates. The VDA as revised will be payable to outsourced staff.

3.11 Security for ensuring timely payment of remuneration / fee payable to outsourced persons

- 3.11.1 The manpower service provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following months and a proof of payment shall be annexed to the monthly bills. The contractor / firm should keep separate fund amounting to Rs.10,000.00 with any of his out sourced staff deployed to DFCCIL for meeting day to day expenses like TA & DA of outsource staff. DFCCIL will reimburse the said due amount (TA & DA) with the regular monthly bill.

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SECTION: 4

FINANCIAL-PROPOSAL

Schedule of Approximate Quantities and Rates

Name of Work: - Engagement of manpower service provider for providing various categories of outsourced staff for Twenty Four months in the jurisdiction of CGM/DFCCIL/Vadodara and Competent Authority at Bharuch.

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Pay Structure to be offered to the staff to be outsourced through Manpower Service Provider

Estimated Cost sheet							
A							
For CGM Office Vadodara							
Sr.No.	Category	CTC as per Minimum wage(Per Person Per Month)	Tentative number of staff Required	Amount (Rs) Per Month	Contract Period (months)	Gross Amount (Rs) for 24 months	Gross Amount (Rs) for no. of persons in mentioned in Column no.4
1	2	3	4	5	6	7	8
1	Steno/EA with 3 yrs. to 7 Yrs experience (Area B)-at DFCCIL/Vadodara (inclusive on 5% on minimum wage)	27232	1	27232	24	653568	653568
2	Off./Asstt./Computer operator (Area B) at DFCCIL/Vadodara (Minimum 3 Year & More)	26111	3	78333	24	626664	1879992
3	Highly Skilled Category-I i.e. Office Assistant/ Receptionist/Steno (14 Nos.) with more than 7 years' experience of DFCCIL.	28347	8	226776	24	680328	5442624
4	Auto Cad operator 3 yrs. & above Experience (Area B)-at DFCCIL/Vadodara.	28347	1	28347	24	680328	680328
5	Highly Skilled category-II i.e. Auto CAD Operator with more than seven (07) years'experience (In case of experience 3 years and more but less than 7 years, Highy Skilled Category-I will be paid)	32045	1	32045	24	769080	769080
6	Attendent (Area B)-at DFCCIL/Vadodara	23244	8	185952	24	557856	4462848
7	Field Man (Area B)-at DFCCIL/Vadodara	23244	6	139464	24	557856	3347136
TOTAL AMOUNT for 24 Month (Rs.)							1,72,35,576/-

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B							
For SLAO Office/Bharuch							
Sr.No.	Category	CTC as per Minimum wage(Per Person Per Month)	Tentative number of staff Required	Amount (Rs) Per Month	Contract Period (months)	Gross Amount (Rs) for 24 months	Gross Amount (Rs) for no. of persons in mentioned in Column no.4
1	2	3	4	5	6	7	8
1	Attendent/Field Man etc. (Area C)-With SLAO Bharuch	19647	1	19647	24	471528	471528
2	Off./Asstt./Computer operator.(Area C)-With SLAO Bharuch	23244	1	23244	24	557856	557856
TOTAL AMOUNT for 24 Month (Rs.)							10,29,384/-
Gross Total(A+B):		Rupees One Crores Eighty Two Lacs Sixty Four Thousand Nine Hundred Sixty Only					1,82,64,960/-
Service Charge in term of percentage (%) Above only (To be quoted by Bidder)		In Figure% In words					

Ref:

- (i) Ministry of Labour and Empowerment's order no. F. No.1/7(3)/2023-LS-II Dt.01.04.2024.
- (ii) EPFO Circular No. Actuarial/18(2)2008/Vol. III dated 29.08.2014.
- (iii) As per ESI Web Site: ESI Contribution w.e.f. 01.07.2019 Employer Share: 3.25%.

Note:

- (i) The guidelines/circulars issued by the Ministry of Labour and Empowerment and the other relevant Govt. Departments from time to time and would be issued in future will also be applicable.
- (ii) The sanctioned strength of Outsourced staff of any category may be increased/decreased as per the administrative need.
- (iii) In case of monthly wages is more than Rs. 21,000/-, which is not covered under Bonus Act, 1965, non-statutory Bonus @ 8.33% will be applicable.

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

1. E-Bidder(s)'s have to quote the commission/ service charges in terms of percentage (%) in the respective column Above or At Par. The offer should be quoted both in figure and words.
2. In the event of receiving same rates from two or more bidders, the rate quoted by bidder having higher contractual receipts in last three financial years and in current financial year, duly certified by Chartered Accountant, will be given preference.
3. The quoted rates are inclusive of all taxes **except GST** which will be reimbursed on production of documentary evidence.

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NOTE: The Manpower Service Provider on award of work shall submit the breakup of monthly CTC in various components indicating statutory provisions. The Manpower Service Provider shall submit proof of payments to employee and statutory authorities of EPF & ESI on a monthly basis and other statutory provisions on timely basis. In case of default in payment of statutory provisions by the Manpower Service Provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Manpower Service Provider and on account bill/ final bill will not be processed. Anysavings in CTC made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.

Declaration by the Bidder

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

Eligibility condition/Qualification for various categories of outsourced staff

	Essential Qualification
Steno	a) Graduation OR three years Diploma in Office Management. b) Dictation (10 minutes @80 words per minute) c) Transcription (50 minutes-English-on computer) d) MS Office (Word, Excel & Power Point) e) Minimum Three years & above relevant experience.
Auto CAD Operator	a) Graduation. b) Certificate in Auto CAD operation. c) Minimum Three years & above relevant experience
Office Assistant/ Computer Operator	a) Graduation OR Three-Year Diploma in Office Management. b) MS Office (word, Excel, and Power point) c) Minimum Three years & above relevant experience.
Attendant including housekeeping / Field man	a) 10th standard Pass.

Note: The Manpower Service Provider will provide outsourced manpower young as far as possible and fit in all respect to perform assigned duties.

LEAVE RULES

1. Casual Leave:

One day's casual paid leave for every month during the calendar year. Un-availed casual leave will lapse on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)

2. Privilege Leave:

On completion of every 04 months of continuous working in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)

Self Certificate

a. I/We have downloaded the Bid form from the internet site www.gem.gov.in and I/we have not tampered/ modified the Bid documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.

b. I/we are submitting a demand draft No.....datedissued by for Rs.....towards the cost of Bid form.

c. I/We certify that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in Bids/contract on the date of opening of Bids/Bids.

Signature of the Bidder/s:

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act. 1956 and having its Office, 4th Floor, A Block, Narmada Nahar Bhavan, (Sardar Sarovar Narmada Nigam Ltd., Office) Chhani Jakat Naka, Vadodara – 390 024 (hereinafter referred to as "DFCCIL" which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

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

WHEREAS:-

The Employer is desirous that certain works should be executed by the Manpower service Provider viz. Bid NO. "**BRC/GEN/Outsource Staff/2024-25/826**"

1. (Hereinafter called "the works", and has accepted a Bid by the Service provider 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 Bid
 - b) Notice Inviting Bid
 - c) Instructions to the Bidders
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as Herein after mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the
Page 27 of 40

(Name, Designation and address
Signature of Bidder

For CGM/BRC

Bid No.:"BRC/GEN/Outsource Staff/2024-25/826"

of the signatory)

authorized signatory

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

Witness:

Witness:

1.

1.

2.

2.

Name & address of the witness to be mentioned

FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEES (PG).

The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to "4th Floor,A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,) Chhani Jakat Naka, Vadodara – 390 024" by the issuing Bank under Registered Post A. D.).

To.
Chief General Manager, DFCCIL,
4th Floor, A Block, Narmada Nahar Bhavan
(Sardar Sarovar Narmada Nigam Ltd.,)
Chhani Jakat Naka, Vadodara – 390 024

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

1. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

2. We under take to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have noagainst us for making such payment.

3. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or tilloffice/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is

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made on us in writing on or before the..... we shall discharge from all liability under this guarantee thereafter.

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

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

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

Dated this.....day of2024

For. _____

(Indicate the name of the Bank)

Signature of Bidder(s)

PRE-CONTRACT INTEGRITY PACT

General

This pre bid pre contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month of2024, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s

_____ represented by, Shri _____ Chief Executive Officer (hereinafter called the “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

Now, THEREFORE,

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

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

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

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

Commitments of the Client

- 1.1 The Client undertakes that no official of the Client, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

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- 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

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

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

2. Previous Transaction

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

3. Earnest Money Deposit/Bid Deposit

- 5.1 While submitting commercial bid, the [A] shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/Bid 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 to the Client on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Client shall be treated as conclusive proof for payment.
 - iii) Any other mode or through any other instrument (to be specified in RFP).
- 5.2. The Earnest Money Deposit/Bid Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to the complete satisfaction of both the Bidder and the Client, including warranty period, whichever is later.

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- 5.3 In the case of successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the Client to the [A] on Earnest Money Deposit/Bid Deposit for the period of its currency.

4. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the Client to take all or any one of the following actions, wherever required: -
- i To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other Bidder(s) would continue.
 - ii The Earnest Money Deposit/Bid 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 a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the client 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 contract 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 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](s) to any middleman or agent or broker with a view to securing the [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 statute enacted for prevention of corruption.
- 6.3 The decision of the Client to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A], however, the [A] can approach the independent monitor(s) appointed for the purposes of this Pact.

5. Fall Clause

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

6. 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 (Name & Address of 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 representative of the parties and perform their functions neutrally and independently.

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

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

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

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

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

7. Facilitation of investigation

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

8. Law and Place of Jurisdiction

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

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9. Other Legal Actions

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

10. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 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 remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The Parties hereby sign this Integrity Pact at _____ on _____.

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

BIDDER

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

Note:

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

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

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

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

Signature of Proprietor/Director/Partner
With official stamp

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Annexure-VIII

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

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

NOTE:-

The Bidder/s must attach performance certificate issued by the organizations for whom the work was carried out. The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be self-attested.

Signature of the Bidder/s: -

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Annexure-IX

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

S N	Name of Work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final Costof Work	Date of commencement of Work	Date of Actual comple tion of Work	Certificate /Credential availableat Page No	Remarks
1	2	3	4	5	6	7	8	9	10

NOTE:-
 The Bidder/s must attach performance certificate issued by the organizations for which the work was carried out.
 The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be self-attested.

Signature of the Bidder/s: -

SAMPLE BILL / INVOICE FORMAT for outsource staff

Agency Name:-

**To, Dedicated Freight Corridor Corporation of India Ltd.
4th Floor, Block "A", Narmada Naher Bhavan, (Sardar Sarovar Narmada Nigam Ltd Office), Chhani Jakat Naka, Vadodara – 390 024
Tel.: 0265-2760328, Web: www.dfccil.gov.in**

Salary for the Month of

Pay able day s	30/ 31															
Sr. No.	Category	Minimum Wages Central Government as on 19.01.2017 (Basic)	VDA as on 01.04.2024	Gross Pay/Per Month	ESIC @0.75% (Gross)	EPF @12% on gross of Rs.15000 on gross	Professional Tax	NET SALARY	Statutory Allowance on basic pay 5%extra	Total net salary	ESIC @ 3.25 % gross	EPF @13.00% on gross	BONUS @8.33% on gross	CTC	Agency commission	Bill Amount Rate
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
				(3+4)	(5*1.75%)	(5*12%)		(5-6-7-8)		(9+10)	(5*4.75%)	(5*13.15%)	(5*8.33%)	(5+10+12+13+14)	(15* %)	(15+16)

**END
OF
DOCUMENT**