

**E- TENDER DOCUMENT  
FOR  
ENGAGEMENT OF MANPOWER SERVICE  
PROVIDER FOR OFFICE ASSISTANCE  
SERVICES, HOUSE KEEPING & SECURITY  
SERVICES IN DFCCIL'S AGRA, ALIGARH,  
ETAWAH & KANPUR OFFICES UNDER  
CGM/TUNDLA**



**DEDICATED FREIGHT CORRIDOR  
CORPORATION OF INDIA LIMITED  
(A Government of India Undertaking)  
MINISTRY OF RAILWAYS**

**CGM/TDL/DFCCIL OFFICE**

3/20, KPS Tower, Mayur Complex, 3rd Floor,  
Near Tulsi Cinema, NH-02, NaglaPadi, Agra-282002

**Corporate Office**

DFCCI, 5<sup>th</sup> Floor, PragatiMaidan Metro Station Complex,  
New Delhi- 110001.

**Site Offices**

- 2.0CGM/TDL/DFCCIL OFFICE, AGRA
- 2.1DY CPM/ALJN/DFCCIL OFFICE, ALIGARH
- 2.2 DY CPM/CNB/DFCCIL OFFICE, ETAWAH
- 2.3DY CPM/CNB/DFCCIL OFFICE, KANPUR

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**Total Pages: 76 (Seventy Six Pages)**

**CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH THE E-TENDER**

1. Tender Form in Annexure A.
2. Details of similar works completed in last three years. (Format –I)
3. Annual Turnover for the last three years with supporting documents (Format-II).
4. Details of on-going work (Format –III).
5. Registration of Company in case of company.
6. Partnership deed/Memorandum and Articles of Association of the firm or company.
7. GST Registration Certificate.
8. Solvency certificate from Bank of the value 10% of advertised tender value of work.
9. Scanned copy of proof of money deposit against Earnest Money Deposit at DFCCIL account along with Transaction detail.
10. Scanned copy proof of money deposit against of the cost of tender documents at DFCCIL account along with Transaction detail.
11. Each and every page of document should be signed by bidder(s) before submission.
12. Pre-Integrity pact signed as token of acceptance of implementation of integrity pact in DFCCIL, as and when Independent External Monitor appointed.
13. Corrigendum(s), if any, duly digitally signed by the bidder(s) on each page.

# **TECHNICAL DETAIL**

## **(TOP SHEET)**

### **&**

## **(TENDER FORM)**

**TOP SHEET****Tender No. DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2020    Date 10.10.2020**

**Name of work -**                      **“ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES IN DFCCIL’S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CGM/TUNDLA”.**

**Estimated Cost of work**                      **Rs-1,51,15,944/-**

**Earnest Money Deposit**                      **Rs.3,02,320 (To be submitted in DFCCIL account. Account Detail Mentioned in Instructions to tenderers).**

**OR**

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E Tender Portal.*

**Completion Period**                      **12 (Twelve) Months from the date of issue of letter of acceptance.**

**Date of Opening**                      **Date- 29.10.2020 at 15.30 Hrs.**

**Tender issued to:-**

**For and on behalf of**

**CGM/TDL DFCCIL Office**

## Annexure “A”

DFCCIL  
BID FORM (First Sheet)

E-Tender No. \_\_\_\_\_

Name of \_\_\_\_\_  
Work: \_\_\_\_\_

To,

Chief General Manager,  
Dedicated Corridor Corporation of India Limited,  
3/20,KPS Tower, Mayur Complex,, 3rd Floor,  
Near Tulsi cinema, NH-02, NaglaPadi,  
Agra-282002, U.P.

1. I/We .....have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of **120 days** from the date fixed for opening the same and in default thereof, I/we will be liable for forfeiture of my/our "Earnest Money".
2. I/ We offer to do the work “**ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES’ IN DFCCIL’S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDERCGM/TUNDLA** ”and the percentage/rate quoted by me/us in the BOQ bind myself /ourselves to complete the work in **12 (Twelve) months**. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given at **Annexure III, IV,V** respectively of the Annexure section of Bid document.
3. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
4. A sum of Rs. \_\_\_\_\_ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:
  - a) I/We do not execute the contract documents within seven days after receipt of notice issued by the DFCCIL that such documents are ready; and
  - b) I/We do not commence the work within thirty (30) days after receipt of orders to that effect.

5. I/We am/are a Micro and Small Enterprise registered from ..... (body approved by Ministry of MSME) with registration No ..... and terminal validity up to..... for similar service contracts.
6. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/ service.

**Signature of Bidder/s**

Date.....

Address .....

Signature of witnesses :

1.

2.

## **(NOTICE INVITING E- TENDER)**



**Dedicated Freight Corridor Corporation of India Limited  
(A Government of India Undertaking)  
MINISTRY OF DFCCIL**

**Tender No. DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2020      Date: 10.10.2020**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE INVITING E- TENDER**

- 1 The Chief General Manager/TDL, DFCCIL, 3/20,KPS Tower, Mayur Complex,3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P., invites **open E - Tenders in Two packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works:-

<b>Tender No.</b>	<b>DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2020</b>
<b>Name of Work</b>	<b><i>“ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING &amp; SECURITY SERVICES’ IN DFCCIL’S AGRA, ALIGARH, ETAWAH &amp; KANPUR OFFICES UNDER CGM/TUNDLA”</i></b>
<b>Estimated Cost of work</b>	<b>Rs 1,51,15,944/-</b>
<b>Period of Contract</b>	<b>Total 12 (Twelve) Months</b>
<b>Earnest Money Deposit</b>	<b>Rs.3,02,320.00 (To be submitted in DFCCIL account). Account Detail Mentioned in Appendix to tender.</b> <b>OR</b> <b><i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal.</i></b>
<b>Tender Document Cost</b>	<b>Rs 5900/- (inclusive of all taxes and duties) to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender.</b> <b>OR</b> <b><i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal.</i></b>
<b>Date of Sale (Online)</b>	<b>From Date 10.10.2020</b>
<b>Issue of Corrigendum, if any</b>	<b>On or after Date 10.10.2020 (on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>)</b>
<b>Date and Time of submission of tender</b>	<b>On or before Date 29.10.2020 and time 15:00hrs</b>
<b>Date and Time of opening of tender</b>	<b>Date 29.10.2020 and time 15:30hrs</b>
<b>Defect Liability Period :-</b>	<b>60 days after successful completion of this contract.</b>

## 2 **ELIGIBILITY CRITERIA**

Eligibility of the applicants shall be assessed based on the “**Eligibility Criteria**”, “**Essential Qualifying Criteria**” and “**Other Qualifying Criteria**” as given in **Notice Inviting E-Tender**.

The Tender document can be downloaded from DFCCIL’s website [www.dfccil.com](http://www.dfccil.com), or [www.ireps.gov.in](http://www.ireps.gov.in). Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall summarily rejected.

3. The cost of tender documents and EMD shall be deposited in DFCCIL account mentioned in Appendix to tender.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL’s /IREPS website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) will liable to be rejected.
5. The tender documents shall be submitted in online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) in two packet system only. Two Packet system i.e. Packet I- Technical Bid, Packet II – Financial Bid along with necessary documents like scanned copy of EMD and the cost of tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode using Digital Signature for signing the documents.**
6. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderer(s) or their authorized representatives intending to attend the opening.

**Address of Office of the Chief General Manager/ TDL (for Opening of E-tenders):**

**Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282005, U.P.**

All the Bids received shall be opened on the date and time mentioned above in the tender notice, through process of e-tendering. The sequence of opening shall be:

- i) Earnest Money Deposit(EMD)
- ii) Technical offer.
- iii) Financial offer.

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

We look forward for your active participation.

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

**Annexure B****1.0 ELIGIBILITY CRITERIA**

The tenderer shall satisfy the following eligibility criteria to qualify for this tender:

**I. Essential Qualifying Criteria****A. Firms/companies**

- The tenderer should have a registered office anywhere in India.

*The documentary proof regarding A. above should be submitted as part of the tender document.*

**Note:** For the purpose of documentary proof of “registered office” as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in the article of association of company duly registered under Companies Act, 1956.
2. Address mentioned in Partnership Deed
3. Address mentioned in Trade License obtained by the individual from Govt. body.
4. Address mentioned in any tax departments.
5. Address mentioned in P.F. Registration documents.

**B. Technical capability:**

1. In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.
2. The tenderer(s) should satisfy the following minimum eligibility criteria as under
3. The bidder should have satisfactorily completed \*in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single service contract\*\* for a minimum of 35% of advertised value of the bid.

\*Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

**\*\* Similar service contract means "Tenderers having experience / competence of similar works executed by him/them in railway / PSUs/ other Govt./Semi govt. Agencies, involving work of providing manpower for office such as Steno, personal assistant, auto cad operator, office assistant, office attendant, housekeeping, security Guard etc.."**

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head Office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

Note -

The bidder shall submit details of work executed by them in the prescribed format along with bid for the service contracts to be considered for qualification of work experience criteria

clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

**C. Financial Standing:** The Bidders will be qualified only if they have minimum financial capabilities as below-

- **T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.
- **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the balance sheets) are negative, only the banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled bank in India and it should not be more than 3 months old as on date of submission of bids.

The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per above and such certificate should have clearly supported by 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.

## **(INSTRUCTIONS TO TENDERER)**

## **Instructions to Tenderer**

### **1.0 General (for on line tendering system)**

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, has decided to use the portal (<https://www.ireps.gov.in>) of Government of India. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

### **1.1 Instructions**

#### **a. Online E-Bidding Methodology:**

**The e-tender is invited under Two Packet system i.e. Packet I-Technical Bid, Packet II-Financial Bid.**

#### **b. Broad outline of activities from Bidders perspective:**

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

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

**Note 1:** It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Fin. Offer tab brings up the Financial Offer Page where the bidder can submit his rates against the schedule items included in the tender.

**Note 2:** While uploading the documents, it should be ensured that the file name should be the name of the document itself.

#### **c. Digital Certificates**

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a

Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**d. Registration**

The Tender document can be downloaded from the website [www.ireps.gov.in](http://www.ireps.gov.in) and to be submitted in the e-format. Cost of the Tender Document and EMD have to be submitted online through IREPS portal before the schedule date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with [www.ireps.gov.in](http://www.ireps.gov.in) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

**2.0 General (for tender)**

**2.1 Name of the Work: “*ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES’ IN DFCCIL’S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CGM/TUNDLA*”.**

**2.2** “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum and Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

**2.3** The work is proposed to be executed under the following relationship.

**A) Employer:** DFCCIL address - CGM/TDL, DFCCIL,3/20, KPS Tower, Mayur Complex ,3rd Floor, Near Tulsi Cinema , NH-2 Nagla Padi Agra-282002

**B) Contractor:** The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

**2.4** Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bid/tendered”, “bidding”/“tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.

**2.5 Scope of Work-**

The scope of works includes “**ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING**



**& SECURITY SERVICES IN DFCCIL'S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CGM/TUNDLA".**

2.6 Estimated cost of the work :Rs 1,51,15,944/- (One Crore fifty one lakh fifteen thousand nine hundred forty four only)

- 2.7 Tenderer(s) may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition, the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 2.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderer(s) shall stand forfeited.

**3.0 Cost of Bidding**

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

**B. The Bidding Documents**

**4.0 Content of bidding documents submitted through online mode only**

- 4.1 The bidding documents include the following:
1. Notice Inviting Tender
  2. Instructions to tenderer(s)
  3. Tender Form
  4. Special Conditions of Contract
  5. General Terms and Conditions of Contract
  6. Technical bid
  7. Financial bid and Bill of Quantities
- 4.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

**5.0 Understanding and Amendment of Tender Documents**

- 5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.
- 5.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the

tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

- 5.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- 5.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

### **C. Preparation of the Bids**

#### **6.0 Language of Bid**

- 6.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

#### **7.0 Signing of All Bid papers and Completing Bill of Quantities**

- 7.1 All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.
- 7.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- 7.3 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.
- 7.4 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password in [www.ireps.gov.in](http://www.ireps.gov.in) through IREPS portal.

#### **8.0 Correction/alteration**

Tenderers are advised not to make any corrections, additions or alterations in his own entries ,if it is unavoidable, the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

#### **9.0 Transfer of tender documents**

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

#### **10.0 Earnest Money (Bid Security)**

- 10.1 The tenderer must furnish the Earnest Money for the work as specified, failing which the tender shall be summarily rejected.

**The Earnest Money shall be deposited in DFCCIL account only.**

*Note:*

*i) Each bidder shall furnish bid security as a part of his bid at the following rates:*

*a) Two percent of the estimated cost for works up to Rs. 20 crore (subject to a maximum of Rs. 30 lacs).*

**MSEs registered with District Industries Centers, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.**

No interest shall be allowed on Earnest Money Deposit.

## **10.2 Forfeiture of Earnest Money:**

- 10.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified for 120 days or extended validity period as agreed to in writing by the tenderer.
- 10.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
- i) sign the Contract Agreement in accordance with the terms of the tender, or
  - ii) furnish Performance Guarantee in accordance with the terms of the tender, or
  - iii) Commence the work within the time period stipulated in the tender.
- 10.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

## **10.3 Return of Earnest Money:**

- 10.3.1 The Earnest Money of the unsuccessful tenderer(s) shall be discharged and returned as promptly as possible.
- 10.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:
- i) If the Earnest Money Deposit (EMD) the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

## **11.0 Period of validity of the tender:**

- 11.1 The tender shall remain valid for the period 120 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

- 11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

### **Submission of Bids**

#### **12.0 Deadline for submission of tender**

- 12.1 The tender documents shall be submitted in online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) in two bids, containing Technical offer and financial offer along with necessary documents like scanned copy of EMD and cost of tender document (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode.**
- 12.2 A tender received without on line to Employer is liable to be rejected.
- 12.3 Bidder cannot see uploaded/ quoted rate once saved. Bidder can anytime change quoted rate before date and time of closing of tender.
- 12.4 Original EMD and tender document fees received after opening of the tender shall be rejected.

#### **13.0 Withdrawal of tender**

No tender can be withdrawn after submission and during tender validity period.

- 14.0 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

#### **15.0 Submission of tender/bid:-**

- 15.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Para 4.1** of Notice Inviting E-tender and the following:
- Forwarding letter of the tenderer.
  - Documents to be submitted as per checklist of documents
  - Scanned copy of Earnest Money Deposit and tender document fees.
  - The Bill of Quantities with prices quoted as mentioned.
- 15.2 Earnest Money and tender document fees shall be deposited in DFCCIL account and proof of transaction along with transaction ID to be scanned and uploaded along with Tender document.

### **16.0 Bid opening and Evaluation**

- 16.1 **Opening of the Tender** :- Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderer(s) or authorized representatives of tenderer(s) who wish to attend the opening of tenders.

The sequence of opening shall be:

- i) Earnest Money Deposit(EMD).
- ii) Technical offer.
- iii) Financial offer.

16.2 Tenderer(s) or their authorized representatives who are present shall sign register in evidence of their attendance.

16.3 Tenderers name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

#### **17.0 Clarification of the tenders**

17.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

#### **18.0 Preliminary examination of bids**

18.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

18.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

18.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

- i) That affects in any substantial way the scope, quality or performance of the contract.
- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

18.4 If a bid is not substantially responsive, it shall be rejected by the Employer.

18.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tendershall be final and binding.

#### **19.0 Evaluation and comparison of tenders**

**19.1** In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in “**Eligibility Criteria**” and as given in **Annexure-I of Notice Inviting E-Tender**. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

**19.2** The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

**20.0 Canvassing**

No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

**21.0. Right to accept any tender or reject all tenders**

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

**22.0.** If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

**23.0. Award of Contract**

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

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

**24.0 Help desk for E-Tendering**

**24.1** For any difficulty in downloading and submission of tender document visit at website [www.ireps.gov.in](http://www.ireps.gov.in). Users can send their queries to the Help desk through E-Mail. E-Mail ID of Help Desk is mentioned on the Help desk page ([helpdesk.eps@cris.org.in](mailto:helpdesk.eps@cris.org.in)). The reply to the query will be sent to the E-Mail ID of the user.

- a) Bidder manual and system requirement is available on web site [www.ireps.gov.in](http://www.ireps.gov.in) for necessary help.

**FORMAT-I**
**DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS**

S.N.	Description of the work	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lakhs of Rs)	Reasons of delays, if any	Penalty. If any, imposed for delay	Any other relevant information	Remarks
1										
2										
3										
4										
5										

**Note:**

1. Please attach copies of the certificates issued by the client.
2. Only those works shall be considered for evaluation for which copies of the Certificates issued by the client are attached.

**FORMAT- II**

<b>ANNUAL TURNOVERS FOR THE LAST 3 YEARS</b>				
<b>S. No.</b>	<b>YEAR</b>	<b>Turnover from similar nature of works (In lacs of Rs)</b>	<b>Turnover from all sources (In lacs of Rs)</b>	<b>Remarks</b>
1	2020-21			
2	2019-20			
3	2018-19			
4	2017-18			

Note :

- 1 Please attach certified/attested copies in support of which, the attested certificate from Employer/Client, TDS certificate/Audited Balance Sheet/ P&L Account duly certified by Chartered Accountant etc.



**FORMAT-III**
**DETAILS OF ONGOING WORKS**

S.N.	Description of the work	Name and address of Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Value of work as per order (In Lakhs of Rs)	Value of work completed so far (In Lakhs of Rs)	Anticipated date of completion of work	Any other relevant information	Remarks
1										
2										
3										
4										
5										
6										
7										
8										
9										

**Note: 1. In case of joint venture, the information is to be furnished by both the partners – *Not applicable for this tender.***

## **(SPECIAL CONDITIONS OF CONTRACT)**

**SPECIAL CONDITIONS OF CONTRACT****1.0 SCOPE OF WORK:-**

The scope of works includes “ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES IN DFCCIL’S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CGM/TUNDLA”.

**1.1 The detailed scope of work is as under:-**

1.1.1 The Manpower Service provider shall, if and when so requested by DFCCIL, will provide the outsourced manpower at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given at **Annexure III, IV, V** respectively of the Bid document.

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

1.1.3 **Confidentiality Clauses:** - The manpower service provider and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL’s business or operations without the prior written consent of the DFCCIL.

1.1.4 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.

1.1.5 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.

- 1.1.6 The age of outsource manpower deployed by the agency shall not exceed 65 year at any time throughout the contractual period.
- 1.1.7 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.

2.0 **TIME SCHEDULE:-**

- 2.1.1 The period of engaging of outsource staff will be for the period of 12 ( twelve ) months.
- 2.1.2 The Contractor shall be expected to mobilize and engage outsourcing staff immediately after receipt of “**Letter of Acceptance**”.

3.0 **MODUS OPERANDI FOR ENGAGEMENT:-**

- 3.1 The Manpower Service Provider shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL confirming to the prescribed standards as mention in table below with copy of necessary documents. A two member committee, to be constituted by CPM/ TDL, will finalize the candidates from the list for issuance of engagement letters to the selected candidates by the agency.
- 3.2 Working experience must be of working in GOVT/ PSU/ Public limited company or firm reputed directly or on contractual basis.
- 3.3 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.
- 3.4 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 3.5 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).
- 3.6 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.
- 3.7 ***The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.***
- 3.8 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.

3.9 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.

3.10 The engagement of outsourced person shall be purely on temporary basis. The Manpower Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.

#### 4.0 **PAYMENT TERMS:-**

4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure- XI) besides the commission payable to the Manpower Service Provider and applicable GST and different allowances as per clause 5.9 & 12.

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.

4.3 The consideration aforesaid 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.

4.4 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.

4.5 The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.

4.6 In case the Manpower Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly commissions are as under :-

- i) For payment to the outsourced person within 10<sup>th</sup> of the following month – Nil
- ii) For payment to the outsourced person after 10<sup>th</sup> and up to 20<sup>th</sup> of the following month – 25% of the delayed payment or Rs. 2500/- whichever is higher.
- iii) For payment to the outsourced person after 20<sup>th</sup> and up to 30<sup>th</sup> of the following month – 50% of the delayed payment or Rs.5000/- whichever is higher.

#### 5.0 **RATES:-**

- 5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.2 All statutory taxes (**Except GST**) and liabilities levied/ liveable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.3 GST as applicable shall be paid extra. The service provider shall be paid applicable GST on submission of GST tax Invoice in the first month. Second month & onwards the GST would be paid by DFCC on submission of GST tax Invoice for respective month and also on production of proof of depositing the GST of previous month with the concerned Govt. Authority.  
Any modification in GST tax provisions in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.
- 5.4 0.75% of the gross of all applicable staff shall be deducted towards ESI. 3.25% of the gross of all applicable staff shall be paid by DFCC towards ESI. The service provider shall be paid with 3.25% of DFCC's component and 0.75% of total pay of staff component of all applicable staff in the first month. Second month onwards the same will be paid by DFCC on production of payment of 100% of previous month's amount to the concerned authority.
- 5.5 The quoted rates are inclusive of statutory contribution towards the EPF as applicable. (Employer and Employee's contribution) as per EPF norms. 12 % of the basic of all applicable staff shall be deducted towards EPF. 13% of the basic of all applicable staff shall be paid by DFCC towards EPF. The service provider shall be paid with 13% of DFCC's component and 12% basic of staff component of all applicable staff in the first month. Second month onwards the same will be paid by DFCC on production of payment of 100% of previous month's amount to the concerned authority.
- 5.6 Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Manpower service provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 5.7 In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from April 2020 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

5.8

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 dues by the Manpower Service Provider, DFCCIL shall deposit the amount of statutory dues 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. Any savings in Emolument made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.

5.9

**TA/DA/TRAVEL FACILITIES:-**

- (A) For **retired revenue officers** entitle for TA/DA/Travel facilities as admissible to Senior Executive of DFCCIL on tour and mobile charges will be reimbursed upto maximum limit of Rs. 500/- per month on production of receipt.

- (B) **For office Assistant/Computer operator, PA, CAD operator (on out of HQ)**

S.N	Rates	For Metro cities		For other than Metro cities	
		For stay less than „8“ Hrs.	For stay more than „8“ Hrs.	For stay less than „8“ Hrs.	For stay more than „8“ Hrs.
1	Daily Allowance	150.00	300.00	100.00	200.00
2	Night Stay	500.00		350.00	
	Charges				
3	Night Travel Charges	200.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			

- (C) **For office Attendants (on out of HQ)**

S.N	Rates	For Metro cities		For other than Metro cities	
		For stay less than „8“ Hrs.	For stay more than „8“ Hrs.	For stay less than „8“ Hrs.	For stay more than „8“ Hrs.
2	Night Stay Charges	300.00		250.00	
3	Night Travel Charges	150.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			
1	Daily Allowance	150.00	200.00	75.00	150.00

**Notes :-**

- For outstation duty the actual fare of bus/train (SL class) will be reimbursed.
- For local movement conveyance charges will be paid @ Rs. 4.00 per KM. Subject to minimum of 2.5 KM.(Rs.10/-)This shall be based on self declaration of the staff.
- Night stay charges shall be reimbursed on production of receipt of Guest House/Hotel etc.In case of own arrangement of stay only 25% of the entitlement will be paid.

- 6.0 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.



- 7.0 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended 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.
- 8.0 The Manpower Service Provider shall provide adequate 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 made by Manpower Service Provider to cover the risk (death, disability, sickness) etc. 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 at all times keep the requisite policies running.
- 9.0 The outsourced person shall at all time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 10.0 The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 11.0 In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 12.0 The outsourced persons should be in proper uniform with name badges. The Manpower service provider will provide at least two sets of uniform to each staff which shall be reimbursed by DFCCIL as per rate specified i.e. @Rs 2000/- per employee per year.
- 13.0 In case the outsourced personnel deployed by the Manpower Service Provider is found to be involved in any illegal activities, he will be immediately replaced.
- 14.0 Manpower service provider shall provide identity cards bearing the photographs to the all outsourced persons deployed in DFCCIL at it's own cost.

**15.0 WORKING HOURS OF HIRED STAFF:-**

The working hours for the outsourced personnel shall be for 8 working hours a day for 6 days a week. For the security Guard service hour is based on 12 hours duty roster and for remaining 8 working hours duty roster. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.

**16.0 PERMISSIBLE LEAVE TO HIRED STAFF:-**

Casual/Sickness leave: One day's paid casual leave for every month during the calendar year. Un availed C.L. will lapse on 31st. of December every year. Leave cannot be en-cashed. Sanctioning of leave will be decided by CPM.

**17.0 PENALTY –**

Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

- ☐ Absence of staff; ☐
- ☐ Any undisciplined behavior by the staff; ☐
- ☐ Discourteous behavior towards any officer or staff of DFCCIL; ☐
- ☐ Not wearing proper uniforms; ☐
- ☐ Not carrying out the duties listed in the scope of work in a satisfactory manner; ☐
- ☐ Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL; ☐

Penalty for some of the breaches in services will be as follows:-

S.No.	Type of breaches	Amount of Penalty
1	Staff not in proper uniform	Rs.50/- per staff per day
2	Staff turn up late	Rs.50/- per staff per Hour
3	Failure to provide replacement in time	Rs.100/- per staff per day

**18.0 QUANTITY VARIATION: -**

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of ( $\pm$ ) 25% for each item. In case of variation in

quantities beyond  $\pm 25\%$ , the rates for the additional quantities beyond  $\pm 25\%$  variation shall be negotiated/decided on mutually acceptable terms,

provided the rate so arrived does not exceed the originally accepted rate as per agreement.

#### 19.0 **TERMINATION OF CONTRACT:-**

In case the services of the Manpower Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice of seven days. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Manpower Service Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of Outsourcing of Manpower providing services staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

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

#### 20.0 **Implementation of Integrity Pact in DFCCIL :-**

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately.

A copy of pre contract integrity pact is enclosed at annexure XII for signature of bidder as acceptance, as and when Independent External monitor is appointed.

#### 21.0 **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Form of bid
- iv) Notice Inviting Tender ( with Annexes )
- v) Instructions to Tenderers
- vi) Special Conditions of Contract
- vii) Annexures
- viii) Bill of Quantities (BOQ)
- ix) General Terms and Conditions of Contract

## **22.0 JURISDICTION OF COURTS:-**

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of Agra Courts only.

- 23.0** In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/TDL/ DFCCIL, will prevail and the interpretation of CGM/ TDL will prevail.

## **24.0 RETENTION MONEY:**

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor at 10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work etc. variation and extra work. No interest shall be payable to the Contractor on the amount towards retention money.

### **24.1 RELEASE OF RETENTION MONEY:**

The Retention Money shall be returned to the contractor after the expiry of the Defect Liability Period after passing the final bill based on the No Claim Certificate with the approval of Competent Authority. The competent authority shall normally be the authority who is competent to sign the Contract Before releasing the Retention Money/ Security Deposit, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

## **25.0 PERFORMANCE BANK GAURENTEE**

**The procedure for obtaining Performance Guarantee is outlined below:**

- i. The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 30(Thirty) days, i.e. from 31st day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor

fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

- A deposit of Cash;
  - Irrevocable Bank Guarantee;
  - Government Securities including State Loan Bonds at 5% below the market value;
  - Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - Deposit in the Post Office Saving Bank; (vii) Deposit in the National Savings Certificates;
  - Twelve years National Defence Certificates;
  - Ten years Defence Deposits;
  - National Defence Bonds and
  - Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA and CAO (free from any encumbrance) may be accepted.
- ii. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- iii. The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways
- iv. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- v. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- vi. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee

as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of the GCC

- vii. The tenderer who has offered lower total cost as compared to tender value by more than 10 %, shall be required to submit additional Performance Guarantee of value equal to half the percentage of tender value by which offer is lower than 10%. (e.g. in a tender costing Rs 100, if contract value is Rs 80, additional Performance Guarantee shall be  $[0.5 \times \{(100-80)-10\}]$  percentage of tender value.)

**26.0 The defect liability period for this contract will be as 60 days after successful completion of the work.**

**(Annexure)**

**Annexure-I****Performa for Experience Certificate.{on the letter head of the issuing department}**

M/s..... has provided Outsourcing of Manpower proving services to this department and has completed the work/service successfully. The details are as under:

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of on-going work/service, please indicate the annual payment for  
F.Y. 2017-18,  
F.Y.2018-19,  
F.Y.2019-20.  
F.Y.2020-21

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

**Annexure-II**



**Performa for Affidavit.{on the letterhead of the bidder}**

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

**Signature of  
Proprietor/Director/Partner**

**Annexure-III****SCOPE OF SERVICES:****Detailed Scope of Work:-**

The scope of work under this tender includes – Manpower service Provider has to provide services of outsourced persons in various categories (As mentioned in schedule of offer)

The Details of scope of work is as follows:-

**Duties of outsource staff:-****A. Office Assistant/Data Operator/Computer Operator**

- i. All sorts of dictation/typing work usually carried out by using the Computer with knowledge of MS Office/Excel or any other suitable software in English/ Hindi, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL.
- ii. Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Agra, Aligarh, Etawah and Kanpur.
- iii. Purchase of petty items from the market and keeping account of the same.
- iv. Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- v. Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.
- vi. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

**B. Office Attendant/Peon/Fieldsman:-**

- i. Cleaning of rooms, dusting of furniture and equipments in the entire office building.
- ii. Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL), cleaning of utensils used in the pantry etc.
- iii. Arranging and serving the business lunch/dinner/high tea etc. in the office premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be borne by DFCCIL.
- iv. Horticulture activities such as maintenance of Gamla.
- v. Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.
- vi. Delivering the dak/letters/papers and documents to various Government/non governmental offices. For local movement, contractor shall provide at least one bi-cycle at his cost.
- vii. Accompanying and assisting DFCCIL officials in field inspections in conducting surveys, taking & recording measurements, carrying necessary plans, records, files & equipments etc.
- viii. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(C) **Security**

- i. To provide round the clock safety, security, watch & ward services for the offices of Dedicated Freight Corridor Corporation of India Limited at CGM/ TDL unit.
- ii. To maintain the record of the visitor in the DFCCIL Office.

(D) **Retired Mamlatdar/Dy.Mamlatdar/Tehsilder/NaibTahsilder/Amin**

- i. Measurement, demarcation, physical verification of the land to be acquired for DFCCIL.
- ii. To carry out joint measurement survey with land officials of competent authority and collection of
  - a) Owners as per record
  - b) Owner as per possession
  - c) Means of possession
  - d) Encroachments etc
- iii. Field work related to land acquisition.
- iv. Collection of data essential for land acquisition.

(E) **Housekeeping staff**

Cleaning/sanitation work for DFCCIL's Aligarh, Agra, Etawah and Kanpur office. Staffs shall be responsible for cleaning/ sanitation of all the floors of the building, circulation area, common area of the building. The following cleaning services will be done daily from Monday to Saturday at regular intervals so that the areas covered under the contract remain spick and span all the time. For Cleaning materials/items and machines/ equipment sect as required for the work will be supplied by DFCCIL. Sanitary worker will follow the following maintenance schedule:-

**I Maintenance schedule from Monday to Saturday:-**

- i. Cleaning, sweeping, mopping and wiping of floors, railings, staircase, corridors, pantry, Toilets, Meeting room, chambers, rooms, workstation etc. On morning at 7:30 a.m. so as to complete before 9:15 a.m. The wet mopping of floors, corridors should be carried out at least thrice a day with phenyl/disinfectant.
- ii. Spraying of Air freshener in the Meeting Room, Chambers of CGM & other Senior officers before office timings;
- iii. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. After daily check-ups in the morning, afternoons and on call basis during daytime. Soap containers, mugs, bucket and all other items available in

- the toilets in the toilets should be kept absolutely clean throughout the day.
- iv. Removal of dust, cobwebs, waste/ scrap from all dustbins, cleaning of ashtrays, spittoons etc and disposal of the same in designated spots provided by municipal authorities;
  - v. Disposal of accumulated garbage, waste at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The garbage should never be kept overnight in the premises of DFCCIL office.
  - vi. Disposal of garbage, malba, minor building rubbish, earth etc. To be disposed beyond the premises to up to nearest municipal garbage bin.

## **II Maintenance schedule on Holiday**

- i. Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with sop, detergents, or any other chemical using automatic mopper / scrubbing machine to use at least once a week;
- ii. Washing & scrubbing of staircase;
- iii. Dusting of false ceiling etc. With soft broom and cloth;
- iv. Cleaning of sofa seat, carpet with vacuum cleaner;
- v. Cleaning of brass letter name plates by brasso (polish)
- vi. Curtains / blinds cleaning with vacuum cleaner;
- vii. Tiles cleaning with thinner;
- viii. Cleaning of Terrace, parking area, garden, chajjas, Lifts/Air Conditioners/ Plant rooms, cleaning of cobwebs;
- ix. Shifting of furniture items, cabinets etc from one floor to another as per the requirement of office in charge.
- x. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.

**Signature of tendrere**

**Annexure-IV**
**Eligibility Condition/Qualification for various categories of Outsourced staff**

S.No	Category of personnel	Qualification & Experience
1	<b>PA to CPM</b>	Graduation OR three year Diploma in Office Management from recognized institute and very good working knowledge of :- (a) Dictation (10 minutes@ 80 words per minute) (b) Transcription (50 minutes- English- on Computer) (c) Ms-office (Word, Excel and Power point) Minimum Three years relevant experience
2	<b>Auto Operator Cad</b>	(a) Graduation in any discipline from recognized institute (b) Certificate in Auto CAD operation. (c) Minimum three years relevant experience.
3	<b>Office Assistance Cum Computer Operator</b>	Graduation in any discipline OR three year Diploma in Office Management from recognized institute and very good working knowledge of Ms-office (Word, Excel and Power point) Minimum three years relevant experience Or retired Govt. personnel from equivalent post.
4	<b>Office attendants</b>	8th Standard pass with sound health. Experience of working in office environment/ Field environment will be preferred or retired Govt. personnel from equivalent post.
5	<b>Fields man</b>	8th Standard pass with sound health. Experience of working in office environment/ Field environment will be preferred or retired Govt personnel from equivalent post. Should have sound health.
6	<b>Revenue Officer</b>	Retired Tahsildar who has sound knowledge of land acquisition and related works etc.
6	<b>Housekeeping staff</b>	Have sound health
7	<b>Security Guards</b>	At least 8 <sup>th</sup> Pass having sound knowledge of security

**Note:**

- A) Besides the categories mentioned above, DFCCIL may asked the Manpower service provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.

- B) In case of guidelines issued by corporate office regarding outsourcing staff salary, numbers etc, same will be applicable on top most priority.
- C) The outsource manpower deployed by the agency shall not exceed 65 years throughout the contractual period.
- D) Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL, before engagement

**ANNEXURE – V**
**CERTIFICATION OF FAMILIARISATION**

- A.** I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- Topography of the Area.
  - Sitting arrangement for outsource staff at CGM/ TDL offices/ Sub Offices.
  - Climatic condition and law & order situation in project area.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C.** The tentative outsource staff (**Total number/ number or location of Outsourcing staff may change as per direction of Chief General Manager/ Tundla**) at following offices :-
- Office of CGM/ TDL office at Agra** (3/20,KPS Tower, Mayur Complex,,3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P)
  - For office of DY CPM/ CNB at Kanpur (117/H2/180 Block ,pandu Nagar, Kanpur-208025.
  - For Sub Office of DY CPM/ CNB at Etawah (Railway Colony, Near Railway Hospital, Friends Colony Etawah -206001.
  - For office of Dy CPM/ ALJN at Aligarh (3/7(3/175) Vidya nagar Colony, ramghat Road, Aligarh-202001

**Tentative outsource staff are as follows: -**

<b>Outsource Staff</b>	<b>Aligarh</b>	<b>Agra</b>	<b>Etawah</b>	<b>Kanpur</b>	<b>Total</b>
Steno/ PA	Nil	04	Nil	Nil	04
Auto CAD operator	Nil	02	Nil	Nil	02
Office Assistant/ Computer Operator	03	11	0	02	16
Fields Man	0	05	0	01	06
Office Attendant	02	06	01	03	12
Revenue officer	01	01	01	00	03
Security Guard	03	03	03	03	12
House keeping	01	01	01	01	04

## ANNEXURE – VI

**SUPPLEMENTARY AGREEMENT**

Articles of Agreement made on this ..... in the year ..... and between DFCCIL acting through the Chief General Manager hereinafter called as one party and ..... of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. .... dated ..... for the performance of ..... herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on ..... “date last extended” and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** ..... including the final bill bearing voucher No. .... dated ..... (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non existent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness .....

.....

1.

2.



## ANNEXURE-VII

**UNDERTAKING BY TENDERER**

1. Being duly authorized to represent and act on behalf of ..... and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:
  - i) The information / statements given in support of technical and financial capability as per para 1.0 A, 1.0B and 1.0 C of Annexure-B of NIT of tender document are true and correct in every detail.
  - ii) This tender offer is made in the full understanding that:
    - a) All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
    - (b) In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited.
2. The client reserves the right to:
  - (i) Reject or accept any application, cancel the tender and reject all applications.

---

Signed

---

Name

---

For & on behalf of  
Name of Firm/Company/JV

## ANNEXURE-VIII

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts) (SD)

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

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt \_\_\_\_\_ (hereinafter called “ The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No..... dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the “ The Said Agreement “) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ (indicate the name of the bank) (hereinafter referred to as “ The Bank”) at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied

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

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We \_\_\_\_\_ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We \_\_\_\_\_, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

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

Bank Seal Signature of Bank Authorize Official with Seal

Name: -----

Designation: -----

Address: -----

Witness:

1. Name:.....  
Designation:.....  
Address:.....

2. Name:.....  
Designation:.....  
Address:.....

## ANNEXURE-IX

**Format of Bank Guarantee for Performance Security**

Bank Guarantee No. : ..... Dated : .....

To,  
Dedicated Freight Corridor Corporation of India Limited  
Metro Station Building Complex 5<sup>th</sup> Floor,  
PragatiMaidan, New Delhi

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

This deed of guarantee made this day of \_\_\_\_\_ Between \_\_\_\_\_ (Name of Bank) having registered office at \_\_\_\_\_ (hereinafter referred to as “Bank”) of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the “Client”) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the Contract”) to \_\_\_\_\_ (Name of the Firm/ Consultant) having its registered office at \_\_\_\_\_ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. \_\_\_\_\_ (Rupees Amount in words).

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

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

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

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

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by -----

(Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

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

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

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

The expression “The Employer”, “The Bank” and “The Contractor” hereinbefore used shall include their respective successors and assigns.

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ---  
----- (in words).

- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before---  
-----

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

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name :.....  
Designation :.....  
Address :

2. Name  
:.....  
Designation:.....  
Address  
:.....

**ANNEXURE-X**
**FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

**AGREEMENT**

**THIS AGREEMENT** made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between, **DFCCIL** , \_\_\_\_\_ (address). (Hereinafter called “the Employer”)of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz.**Contract No.**\_\_\_\_\_ (hereinafter called “the works, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

- 1.0 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.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
  - i) The Contract Agreement.
  - ii) Letter of Acceptance.
  - iii) Form of bid.
  - iv) Notice Inviting Tender ( with Annexes )
  - v) Instructions to Tenderers
  - vi) Special Conditions of Contract
  - vii) Annexures
  - viii) Bill of Quantities (BOQ)
  - ix) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price 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 authorized signatory)	(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the Contractor in the presence of:	Signed for and on behalf of the Employer in the presence of:
<i>Witness:</i>	<i>Witness:</i>
1.	1.
2.	2.

Name and address of the witnesses to be indicate

CTC calculation according to Min wage act as notification number F.No 1/VDA(3)- (5)-(6) /2020 LSII dated 06/05/2020 and HQ L. No. HQ/HR/3/Outsource Pol./9/201602199 dated 25.07.2017.

SN	Category of outsourced staff	Rates as per minimum wages Act per day w.e.f. 01.04.2020			Rates as per minimum wages Act per month			Bonus @8.33%			ESIC @3.25% (Employer contribution)			P.F. 13% Employer contribution			Total CTC (Revised) as per minimum wages act		
		A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
1	Unskilled	629	525	420	16354	13650	10920	1362	1137	910	532	444	355	1950	1775	1420	20198	17005	13604
2	Semi Skilled/Unskilled Supervisory	695	593	492	18070	15418	12792	1505	1284	1066	587	501	416	1950	1950	1663	22113	19153	15936
3	Skilled and Clerical (OA, etc.) with 3 years & more	764	695	593	19864	18070	15418	1655	1505	1284	646	587	501	1950	1950	1950	24114	22113	19153
4	Skilled (Steno with 3 years & more but less than 7 years experience)	764	695	593	19864 (5% Extra fixed)=20857	18070 (5% Extra fixed)=18974	15418 (5% Extra fixed)=16189	1655	1505	1284	646	587	501	1950	1950	1950	25107	23017	19924
5	<b>Highly Skilled Category 1</b> (3 years and more experience but less than 7 years experience & steno with 7 years & more experience etc.	831	764	695	21606	19864	18070	1800	1655	1505	702	646	587	1950	1950	1950	26058	24114	22113
	<b>Highly Skilled Category 2</b> (7 years and more experience excluding steno with 7 years & more experience).	831	764	695	21606 (15% extra fixed)=24847	19864 (15% extra fixed)=22844	18070 (15% extra fixed)=20781	1800	1655	1505	702	646	587	1950	1950	1950	29299	27094	24824
6	Security Guard (Without Arms) from Non DGR Sponsored Agencies.	764	695	593	19864	18070	15418	1655	1505	1284	646	587	501	1950	1950	1950	24114	22113	19153
7. The wage rate for the post of Revenue Officer is considered as per HQ letter no. HQ/HR/S/OS/Field unit/2(II)/201701023 dated 21.01.2019 i.e. Rs.24500/- per month.																			



**Annexure -XII****PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri -----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

**Commitments of the CLIENT**

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

- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **Commitments of BIDDERS**

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
  - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
  - 3.3 \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
  - 3.4 \* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or

company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term „relative“ for this purpose would be as defined in section 6 of the companies act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### **4. Previous Transaction**

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged

hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 5.1 While submitting commercial bid, the [A] shall deposit an amount \_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- Bank draft or a pay order in favor of \_\_\_\_\_.
  - A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
  - Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- 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.
  - The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
  - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
  - (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
  - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
  - (viii) To recover all sums paid in violation of this pact by [A]) to any middleman or agent or broker with a view to securing [B] the contract.
  - (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the

[A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. **Fall Clause**

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

## 8. **Independent Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 the task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the

CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

11. **Other Legal Actions**

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

12. **Validity**

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

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

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

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

Witness

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

## DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2020

1. .... 2. ....

Note:

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

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



# DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2020

Annexure — XIII

## FORM XXIV [See Rule 82(1)] The Contract Labour (Regulation & Abolition) Central Rules, 1971

### Return to be sent by the Contractor to the Licensing Officer

(Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year and a copy of the same should also be sent to the Indian Railways /DFCCIL at the same time)

Half-Year-Ending.....

1. Name and address of the Contractor.....
2. Name and address of the establishment.....
3. Name and address of the Principal employer.....
4. Duration of Contract: .....From..... to
5. No. of days during half year on which-
  - a) the establishment of the Principal employer had worked....
  - b) the contractor's establishment had worked...
6. Maximum number of contract labour employed on day during the half year-

Men	Women	Children	Total

7. (i) Daily hours of work and spread over-
  - (ii) (a) whether weekly holiday observed and on what day-
  - (b) If so, whether it was paid for-
  - (iii) No. of work hours (man-hours) of overtime worked
8. No. of work-days (man-days) worked by -

Men	Women	Children	Total

9. Amount of wages paid -

Men	Women	Children	Total

10. Amount of deduction from wages, if any-

Men	Women	Children	Total

11. Whether the following have been provided -
  - i Canteen.....
  - ii Rest-Room.....
  - iii Drinking water.....
  - iv Creches.....
  - v First-Aid .....
  - vi (If the answer is 'yes' state briefly standards provided)
    - Place .....
    - Signature of Contractor

Date.....

**Annexure - XIV**
**FIRST AID FACILITIES TO BE PROVIDED TO ALL WORKERS BY CONTRACTOR**

SI. No.	Item	Workers do not exceed 50	Workers exceed 50
		Qty.	Qty.
1	Small sterilized dressings	6	12
2	Medium size sterilized dressings	3	6
3	Large size sterilized dressings	3	6
4	Large size sterilized burn dressings	3	6
5	Packets sterilized cotton wool(15gms)		6
6	Iodine bottle	1 (30ml)	1 (60ml)
7	Bottle containing salvolatile having the dose and mode of administration indicated on the label	1 (30ml)	1 (60ml)
8	Adhesive plaster roll		
9	Snake bite lancet	1	1
10	Bottle of Potassium Permanganate crystals	1(30gms)	1(30gms)
11	Pair of scissors	1	1
12	First Aid leaf let	1	1
13	Aspirin Tablets	1(100(each of 5 grains))	1(100(each of 5 grains))
14	Ointment for burns	1	1
15	Anti-septic solution	1	1

**Form XVII [See Rule 78(1) (a) (i)]**
**The Contract Labour (Regulation & Abolition) Central Rules, 1971  
Register of wages**

Name and address of contractor \_\_\_\_\_  
 Name and address of Establishment in/under which contract is carried on \_\_\_\_\_  
 Nature and location of work \_\_\_\_\_  
 Name and address of principal employer \_\_\_\_\_

Wage Period : Monthly

SI. No.	Name of Worker	Serial No. in the register of workers	Designation/nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate
1	2	3	4	5	6	7

Basic wages	Dearness Allowances	Over time	Other cash payments (Nature of payment to be indicated)	Total	Deductions , if any, (indicate nature)	Net amount paid	Signature/ Thumb impression of worker	Initial of Contractor of her representative
8	9	10	11	12	13	14	15	16

## Annexure — XVI

## Form XIX [See Rule 78(1)(b)]

## The Contract Labour (Regulation &amp; Abolition) Central Rules, 1971

## Wage Slip

Name and address of contractor.....

Name of Worker .....

Name of Parent/Spouse of the worker .....

Nature and location of work.....

For the week/fortnight/ month ending.....

1. No. of days worked .....
2. No. of units worked in case of piece rate workers...
3. Rate of daily wages/piece rate....
4. Amount of overtime wages
5. Gross wages payable ...
6. Deductions, if any ..
7. Net amount of wages paid .....

Signature of the contractor or their representative

## ANNEXURE – XVII

**FORM-XI {See rule 223 (c)}**  
The Contract Labour (Regulation & Abolition) Central Rules, 1971

**Certificate of Medical Examination**

1. Certificate Serial No ..... Date .....
2. Name .....  
Identification marks: (1) .....  
(2) .....
3. Parent's Name .....
4. Sex .....
5. Residence..... son/daughter of .....
6. Date of birth, if available..... and/or certificate age.....
7. Physical Fitness

I hereby certify that I have personally examined (name)..... son/daughter of residing at.....who is desirous of being employed in manual work and that his/her age as nearly as can be ascertained from my examination is..... years and that he/she is fit for employment in .....as an adult/adolescent.

8. Reason for -  
(1) refusal of certificate.....  
(2) certificate being revoked.....

Signature/ Left hand

Signature with Seal

Thumb impression of worker

Medical Inspector/CMO

Note - 1. Exact details of cause of physical disability should be clearly stated. 2. Functional/  
productive abilities should also be stated if disability is stated.

**ANNEXURE - XVIII**
**IPOLICE VERIFICATION**
**PHOTO**

(of applicant,  
signed by  
contractor )

S. No.	Particulars	
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/ Permanent Address in full with Police Station and District	

**Declaration (by applicant):**

I certify that the following information is correct and complete to the best of my knowledge and belief.

**Police Certification:**

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

**Signature of Applicant**

**Date:**

**Place:**

**Counter signature of Authorized  
signatory with stamp**

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Service January 2018 of the Indian Railways shall be followed with latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract for Service January 2018 of the Indian Railways, along with latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However, DFCCIL decision in this connection shall be final and binding.

# **FINANCIAL OFFER**

## **(SCHEDULE OF RATES)**



**Date: 10.10.2020**
**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED ( BHAPUR- KHURJA SECTION)**
**ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES IN  
DFCCIL'S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CGM/TUNDLA**

S.No	Outsource Services	Posting of staff (Class of city)	No.of person per month	Wages rate per man per month (in Rs.) CTC	Basic Wages rate per man per month (In Rs.)	Total wages amount for One year (In Rs.)	Total basic wages amount for One year (in Rs.)
1	Stenographers cum PA	B	4	24114.00	19864.00	<b>1157472.00</b>	953472.00
2	Auto CAD operator	B	2	24114.00	19864.00	<b>578736.00</b>	476736.00
3 (i)	Revenue officer	A	0	24500.00	24500.00	<b>0.00</b>	0.00
3 (ii)	Revenue officer	B	2	24500.00	24500.00	<b>588000.00</b>	588000.00
3 (iii)	Revenue officer	C	1	24500.00	24500.00	<b>294000.00</b>	294000.00
4 (i)	Office Assistant/Computer Operator	A	2	24114.00	19864.00	<b>578736.00</b>	476736.00
4 (ii)	Office Assistant/Computer Operator	B	14	22113.00	18070.00	<b>3714984.00</b>	3035760.00
4 (iii)	Office Assistant/Computer Operator	C	0	19153.00	15418.00	<b>0.00</b>	0.00
5 (i)	Office attendant/Field man	A	4	22113.00	18070.00	<b>1061424.00</b>	867360.00
5 (ii)	Office attendant/Field man	B	13	19153.00	15418.00	<b>2987868.00</b>	2405208.00
5 (iii)	Office attendant/Field	C	1	15936.00	12792.00	<b>191232.00</b>	153504.00

S.No	Outsource Services	Posting of staff (Class of city)	No.of person per month	Wages rate per man per month (in Rs.) CTC	Basic Wages rate per man per month (In Rs.)	Total wages amount for One year(In Rs.)	Total basic wages amount for One year (in Rs.)
	man						
6 (i)	Security Guards zone	A	3	24114.00	19864.00	<b>868104.00</b>	715104.00
6 (ii)	Security Guards zone	B	6	22113.00	18070.00	<b>1592136.00</b>	1301040.00
6 (iii)	Security Guards zone	C	3	19153.00	15418.00	<b>689508.00</b>	555048.00
7 (i)	Housekeeping staff (Sweeper)	A	1	20198.00	16354.00	<b>242376.00</b>	196248.00
7 (ii)	Housekeeping staff (Sweeper)	B	2	17005.00	13650.00	<b>408120.00</b>	327600.00
7 (iii)	Housekeeping staff (Sweeper)	C	1	13604.00	10920.00	<b>163248.00</b>	131040.00
<b>A</b>	Total					<b>15115944.00</b>	

1. Kanpur comes under Class A, Agra & Aligarh comes under Class B and Etawah Class C (classification of cities pertaining to CGM/ TDL as per Govt of India Notification No 1/VDA(1)/2020-LS-II dated 06.05.2020.)
2. Tenderer should not quote for individual items.
3. Competent authority of DFCCIL may change wage rate per man per month (In Rs) i.e. CTC of any outsourcing services.
4. Travelling Allowance/daily allowance /cost of uniform/ Holiday allowance will be paid as per actual claim submission by staff for the duty engaged by DFCCIL official.
5. GST will be paid extra as per extant rule.
6. Tenderer should quote commission in **%age above / below/At Par to the actual wages amount given for 12 month of outsourcing staff mentioned in Cost (A) of above schedule.** Write the percentage both in figures and words.

**I/We offer and agree to execute the above work at rate uploaded on Line at [www.ireps.gov.in](http://www.ireps.gov.in) through digital Signature**

**Signature of tenderer with seal**

<b>Offer Sheet</b>						
<b>Offer to be filled by tenderer(s) in below table</b>						
<b>Sl.No.</b>	<b>Scope of work</b>	<b>Estimated cost</b>	<b>Below, Above and At Par</b>	<b>% Quoted by bidder</b>	<b>% Quoted by bidder (In Words)</b>	<b>Total Cost</b>
<b>Coulmn 1</b>	<b>Coulmn 2</b>	<b>Coulmn 3</b>	<b>Coulmn 4</b>	<b>Coulmn5</b>	<b>Coulmn6</b>	<b>Coulmn7</b>
1	ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES IN DFCCIL'S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CGM/TUNDLA	15115944.00	.			

#### Quoting of rates

1. Tenderer is not allowed to quote for individual item(s).
2. Tenderer should offer rate in above table in % below, above and at par in figures as well as in words.
3. Tenderer must sign the following certificate.

**I/We offer and agree to execute the above work at rate uploaded online at [www.ireps.gov.in](http://www.ireps.gov.in) through digital Signature.**

**Signature of tenderer with seal**

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