



Dedicated Freight Corridor Corporation of India Limited

(A Government. of India Enterprises under Ministry of Railways)

BID DOCUMENT
(Not transferrable)

DATE OF OPENING : 25.09.2014

NAME OF WORK: “ Providing Outsourcing Staffs at Dhanbad, Gaya, Aurangabad, Giridih, Hazaribagh & Koderma and security services in the jurisdiction of CPM/DFCCIL/Kolkata.”

(Tender No-KKK/EN/Out./Tender/2014-15/03)

August 2014

“ Providing Outsourcing Staffs at Dhanbad, Gaya, Aurangabad, Giridih, Hazaribagh & Koderma and security services in the jurisdiction of CPM/DFCCIL/Kolkata.”

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CHECK LIST

| CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT:- | | |
|---|---|--------------------|
| Sl. No. | Description | Done or Not |
| 1. | Rates have been quoted as per Annexure-A. | |
| 2. | Address for correspondence has been given and Envelope has been addressed accordingly. | |
| 3. | Tenderer(s) General information filled up in Annexure – VII with attached documents/proof page marked/indicated. | |
| 4. | All the Annexure properly filled up and relevant documents attached, as where asked. | |
| 5. | Signature of authorised representative & Company seal has been put on every page. | |
| 6. | Forwarding letter duly filled by the bidder as per Page-4 of the Bid document. | |
| 7. | The tender shall be accompanied with the following:- | |
| | 1. Bid Deposit as per NIT/Clause No.1.5 of Bid document has been attached. | |
| | 2. Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Clause -1.1. | |
| | 3. Partnership deed/resolution as applicable has been attached. | |
| | 4. Power of Attorney as applicable has been attached. | |
| | 5. Any other relevant documents have been attached. | |
| | 6. Brief details of bidder as per Clause-1.2 | |
| 8. | The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer. | |
| 9. | RATES TO BE QUOTED ON RATE SHEET ONLY. | |

Forwarding letter: Detail Salient Features of the Tender

**Office of the Chief Project Manager,
Dedicated Freight Corridor Corporation of India Limited
18/N (Ground Floor), Block A, New Alipore,
Kolkata - 700053, West Bengal**

Tender No: **KKK/EN/Out./Tender/2014-15/03**

Issued to/Downloaded from website by:

Note: If the document is downloaded from website, the interested bidder should write their name & address in the space provided above.

Name of the work:- “ Providing Outsourcing Staffs at Dhanbad, Gaya, Aurangabad, Giridih, Hazaribagh & Koderma and security services in the jurisdiction of CPM/DFCCIL/Kolkata.”

- 1.0 Sealed tenders have been invited for and on behalf of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited for the above-mentioned work as per tender notice quoted above. A copy of the tender notice is enclosed herewith at page -7 of this bid document.
- 2.0 The bid document is hereby being issued to you on your request and on your having deposited the requisite cost of the bid document. The bid document is being issued with further condition that you agree to abide by the conditions laid down hereinafter in the bid document before submitting your tender.

OR

- a) The document may be downloaded from website issued as bid document for submitting the bid. However, Demand drafts/Banker's Cheque from any Nationalized Bank or a Scheduled Bank in favour of Dedicated Freight Corridor Corporation India Limited, payable at "Kolkata", towards the cost of the bid document payable at Kolkata will have to be enclosed with the bid document. **In case, the offer is not accompanied with the valid Demand drafts/Banker's Cheque for the cost of the bid document as detailed above, the tender will be summarily rejected.**

- b) Please note that the document is being allowed to be downloaded with further condition that you agree to abide by the conditions laid down herein after in the bid document before submitting your tender.
- c) Please note that the end of the document is marked as "END OF DOCUMENT". The total document is to be downloaded for submission of the offer; otherwise the document will be treated as invalid.
- d) Please note that if any change/addition/deletion with malafide intention or otherwise, is made by the bidder, the tender is liable to be summarily rejected. Further if the same is detected at any stage even after award of the tender, all necessary action including banning of business would be taken.
- e) Online form is provided for the potential bidders for filling in, after which the tender document should be downloaded or the blank bid document may be downloaded and may be filled up legibly before submission of the offer.

3.0 This bid document contains 57 pages.

4.0 **Approximate cost of the work: Rs. 51, 78,964/-**

5.0 **Date of opening: 25.09.2014**

6.0 **Opening of the tender:** The tender will be received in the office of the Chief Project Manager, DFCCIL, Kolkata up to 12.00 Hrs. on the date of opening indicated above and opened on the same day at **15.00** Hrs. in presence of the tenderers or their authorized representative, who wish to remain present. Tenders duly sealed in the prescribed manner as above can also be sent through registered post so as to reach in this office not later than 12:00 hrs on the aforesaid date.

In case the date of opening mentioned above, is declared holiday/strike/bandh on any account the opening of tender will be done in accordance to the conditions laid in the bid document.

7.0 **Amount of Bid Deposit : Rs. 1,03,600/-**

(For detail refer clause 2.30 of Section- 2 of this document.)

8.0 **Validity of the tender:** A Tenderer shall **keep his tender open for a period of 90 days** from the date of opening of the tender.

9.0 **Period of Completion: 12(Twelve) months**

The successful Tenderer shall complete the entire work within the period specified in the tender notice. The period starts from the date of issue of the letter of acceptance by the DFCCIL to such Tenderer.

10.0 **Specification of the work:** The work shall be carried out as per specifications contained in the bid document or otherwise referred to.

11.0 **Price variation clause: (Not Applicable)**

12.0 **Purchase preference clause: (Not Applicable)**

13.0 **Retention Money:** The successful tendered will be required to furnish Retention money as per clause 2.31 of Section- 2 of the bid document dealing with such provisions.

- 14.0 **Incentive Bonus payment clause:- (NOT APPLICABLE)**
- 15.0 (a) All documents in support of fulfilment of eligibility criteria with respect to completion of 'Similar nature of work' and 'Total contract amount received' should be furnished along with the tender and should be available at the time of tender opening.
(b) Tenderers shall note that the submission of other supporting documents namely – Constitution of firm / JV, Work In Hand, Arbitration / Court Cases, Tools & Plants, Technical Personnel / Man Power and Association of DFCCIL Officers, at the time of tender opening is important and they shall ensure the same. However DFCCIL may seek clarifications / details / documents in this regard.
- 16.0 To avoid any inconvenience later, the contractors are advised to carefully go through this bid document before tendering.

Enclosure: The bid document

Total 57 Pages.
Including cover page

Yours faithfully

Signature of Tenderer

For Chief Project Manager
DFCCIL, Kolkata

Dedicated Freight Corridor Corporation of India Limited

(A PSU under Ministry of Railways)

NOTICE INVITING TENDER

Tender No- KKK/EN/Out./Tender/2014-15/03

Sealed tender are invited by the Chief Project manager, Dedicated Freight Corridor Corporation of India limited, Kolkata. On behalf of the President of India from established and reliable contractors for the work as mentioned below :

| | | |
|-----|-------------------------------------|---|
| 1. | Tender No. | KKK/EN/Out./Tender/2014-15/03 |
| 2. | Name of Work | Providing Outsourcing Staffs at Dhanbad, Gaya, Aurangabad, Giridih, Hazaribagh & Koderma and security services in the jurisdiction of CPM/DFCCIL/Kolkata.” |
| 3. | Duration of Contract | One Year |
| 4. | Estimated cost of work | Rs. 62,09,074/- |
| 5. | Cost of Tender Form | Rs. 5,000/- (Rupees Five Thousand only) |
| 6. | Bid Deposit | Rs. 1,24,200/- |
| 7. | Sale of bid documents from | 08.09.2014 |
| 8. | Sale of bid Documents Up to | Up to 16.00 Hrs on 24.09.2014 |
| 9. | Last Date of receipt of bids | Up to 12.00 Hrs on 25.09.2014 |
| 10. | Opening of bids | At 15.00 Hrs on 25.09.2014 |
| 11. | Validity of offer | 90 days from date of opening of bid |
| 12. | Address for communication | Chief Project Manager, DFCCIL, 18/N, BLOCK – A, NEW ALIPUR, KOLKATA - 700053 |

Tender form can also be downloaded from the website www.dfccil.org. Detailed terms & conditions and future corrigendum/addendum (if any) will be posted on our website only.

Corrigendum 1 dated 01.09.2014

| SL. No. as per NIT | Item of NIT | Existing | Proposed |
|---|------------------------|-----------------|-----------------|
| 4 | Estimated cost of work | Rs. 62,09,074/- | Rs. 51,78,964/- |
| 6 | Bid Deposit | Rs. 1,24,200/- | Rs. 1,03,600/- |
| Note: All other stipulation remains uncharged | | | |

Forwarding letter by Tenderer (s)

To,
Chief Project Manager,
DFCCIL, 18/N,
BLOCK – A,
NEW ALIPUR,
KOLKATA - 700053

Name of Work: - “ Providing Outsourcing Staffs at Dhanbad, Gaya, Aurangabad, Giridih, Hazaribagh & Koderma and security services in the jurisdiction of CPM/DFCCIL/Kolkata.”

Ref.: Tender No.KKK/EN/Out./Tender/2014-15/03

I/We have read the various conditions of tender attached hereto and hereby agree to a Tender by the said conditions. I also agree to keep this single packets open tender for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our ‘Bid deposit’. I/We offer to do the work as set out in the Tender Document. I/We also agree to a Tendered by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL. Administration for the execution of present contract.

1. A sum of Rs.1,03,600/- (Rs. One Lac Twenty four Thousand & Two hundred only) has been forwarded as bid deposit money. The value of the bid deposit money shall stand forfeited without prejudice to any other rights or remedies if :

I/We do not execute the contract agreement within 30 days from the date of issue of the letter of award.

OR

I/We do not commence the work within 7 days after receipt of orders to that effect.

OR

After submitting my/our tender, if I/We resile from my/our offer or modify the term and conditions there in a manner not acceptable to the DFCCIL.

2. I/We agree to give the performance Guarantee (PG) in a form of irrevocable bank guarantee /FDR issued by any Scheduled Bank amounting to 5% of the contract value to the DFCCIL within 30 days after issue of letter of acceptance and before signing of the agreement.

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

Signature of witness

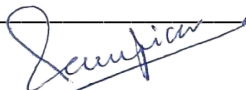
Signature of Tenderer(s)

Address:-

.....
.....
.....

Date:

Signature of bidder


CPM/DFCCIL/KKK

Section 1.

Instructions to Bidders

Chief Project Manager/DFCCIL/KKK, for and on behalf of DFCCIL invites, bids under single packet system from the bidders for Providing Outsourcing Staffs at Dhanbad, Gaya, Aurangabad, Giridih, Hazaribagh & Koderma and security services in the jurisdiction of CPM/DFCCIL/Kolkata.

1.1 ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER :-

| S/No. | Criteria | Document Required |
|-------|--|---|
| i | The bidder should have successfully completed at least one work of *Similar Nature for a minimum value of 35% of the advertised tender value of work in last three years (i.e. Current Year and previous three financial years.)for any Govt./PSU/Public Limited Company. *Similar nature means " Providing manpower services in office/establishment." | The bidder has to submit certificate issued by the concerned authorities as per Performa given in "Annexure-I" of the bid Document. |
| ii | Total contract amount received by the tender during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work. | Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant or attested certificate from employer/client. |

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

1.2 Details of the Bidder:

| S. No. | Particulars | Details | | |
|--------|---|---------|---------|---------|
| 1 | Name of Manpower Service Provider | | | |
| 2 | Address with Telephone and fax no. | | | |
| 3 | Status of applicant (individual/proprietorship firm/partnership firm / private limited/society/autonomous bodies(attach documentary evidence) | | | |
| 4 | Types of the services provided | | | |
| 5 | Annual turnover of last three financial years | 2011-12 | 2012-13 | 2013-14 |

1.3 Tender form can be purchased from the above address on all working days from **10:00 hrs to 17:00 hrs and upto 16:00 hrs on 24.09.2014** on payment of Rs.5,000/- (Rs.5,500/- if required by post) in the form of Demand Draft/Bankers Cheque in favour of Dedicated Freight Corridor Corporation of India Limited, Kolkata issued by any Nationalized Bank of India or any Scheduled Bank.

1.4 Bid document can also be downloaded from the website www.dfccil.org or www.dfcc.in. Bidders submitting their offers on the bid document downloaded from the internet should enclose a demand draft/bankers cheque issued by State Bank of India or any other nationalised bank or any schedule bank, in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at Kolkata amounting to Rs.5,000/- towards the cost of the bid document along with the offer, failing which their tender shall be summarily rejected. Tenderer should submit separate demand draft/bankers cheque of Rs.5,000/- for the cost of bid document.

1.5 Bids must be accompanied by a Bid Deposit of Rs 1,03,600/- by a crossed Demand Draft issued by any Nationalized / Scheduled Bank drawn in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at Kolkata. Bids received without Bid Deposit shall be summarily rejected. No interest shall be paid on Bid Deposit. The Bid Deposit of the successful bidder shall be adjusted against Retention Money. The Bid Deposit will be forfeited if the bidder withdraws or amends/impairs and /or derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance Security.

1.6 Retention Money: The Bid security of the successful bidder will be retained by DFCCIL as a part of security for the faithful fulfilment of the contract by the contractor. In addition, a retention amount equal to 10% of each on account bill shall be retained till the total security available is 5% of the contract amount.

1.5 Preparation of proposal

1.5.1 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.

1.5.2 The proposal should include a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is awarded the contract.

1.7.3 Bidders are requested to submit a proposal in ENGLISH language in single envelope/packet.

1.7.4 In preparing the proposal, Bidders are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the bidder and will result in rejection of the proposal submitted by the Bidder.

1.7.5 While preparing the Bid Document, Bidders must give particular attention to the following:-

Bids must be accompanied by a Bid Security of requisite amount as detailed in Clause 1.5 in the form of crossed Demand Draft / Fixed Deposit Receipt / Banker's Cheque issued by any Nationalized / Scheduled Commercial Bank payable at Kolkata in favour of Dedicated Freight Corridor Corporation of India Ltd. Bids received without Bid Security shall be summarily rejected. Bidding firm shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.

1.7.6 The agencies should have EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.

1.7.7 Consortium bidding to fulfil the eligibility criteria of this tender shall not be allowed at any Stage.

1.7.8 The agency should submit minimum two satisfactory performance reports from Govt./PSUs/Autonomous bodies during the last three years.

1.7.9 **The bid document** -should essentially contain

a) An affidavit having declaration that no work on account of Firm's failure has been cancelled by any organization during last three years from the date to be reckoned from date of opening of tender.

- b) Certificate of satisfactory completion of one work of atleast 35% value of advertised value of work as per 1.1(ii).
 - c) Requisite papers showing payment certificate from the tenderer duly issued by the Officer of concerned Government. It should be a minimum of 150% of advertised tender value of work as per 1.1(iii).
 - d) Forwarding Letter given in the Bid document.
 - e) Power of Attorney of authorized person who signed the tender document.
 - f) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Co.
 - g) This document duly signed on all pages.
 - h) Bid Deposit
 - i) Details of cost of Bid document deposited.
 - j) Rate Sheet should be as per Annexure- "A". In preparing the Rate Sheet, bidders are expected to take into account the requirements and conditions of the relevant clauses.
- 1.7.10 No taxes in any other form other than mentioned in the tender document shall be reimbursable.

1.8 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 1.8.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 1.8.2 An authorized representative of the firm shall initials all pages of the Proposal. The representative's authorization in original/notarized is confirmed by a written Power of Attorney accompanying the Proposal.
- 1.8.3 Bidders shall submit one "Original" proposal only. The envelope must be clearly marked **"DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES"**
- 1.8.4 All figures quoted in the Rate Sheet should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, DFCC may reject the proposal. **All figures quoted in the Rate Sheet should be covered with a transparent adhesive tape.**
- 1.8.5 Completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the Section-1. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

1.9 OPENING OF PROPOSAL

- a) The tender submitted /received after the time and date fixed for receipt of tenders as set out in the documents are liable to be rejected.
- b) Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case Tenderer(s)/s still decides to have conditional offer, all such conditions are required to be listed separately

and shall be supplement by the details of financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the bid documents.

- c) If the date of opening is declared as holiday then the tender shall be accepted up to 12:00 hrs. of the next working day and the same will be opened at 15:00 hrs. on the same day i.e, next working day.
- d) On the date specified in the tender notice, the envelopes of all Tenderer(s) will be opened in the presence of Tenderer(s)/representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.
- e) The Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening. Bidder must cover their quoted unit rates with transparent adhesive tape for evaluation of their proposal.

1.10 PROPOSAL EVALUATION

- a) A single stage procedure shall be adopted in evaluating the proposals.
- b) The Evaluation Committee appointed by DFCC shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- c) The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax/e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal.
- d) Lowest eligible bidder shall be awarded the work.

1.11 ENGAGEMENT OF PERSONNEL

1.11.1 Persons provided should possess requirement of job and have good behaviour and unblemished record and character.

1.12 NEGOTIATIONS

1.12.1 The aim of negotiations is to reach agreement on all points.

1.12.2 Negotiations will be held at the date and address indicated subsequently through net/telephone. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

1.13 AWARD OF CONTRACT

- 1.13.1 The DFCC will issue a letter of Acceptance to the successful Tenderer.
- 1.13.2 Until a formal agreement is prepared and executed acceptance of their tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 1.13.3 The successful Tenderer will be required to execute the Contract Agreement within 30 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Bid document.
- 1.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.
- 1.13.5 All expenses in drawing up the agreement and the cost of stamp duly if any shall be borne by the Agency.

1.14 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process.

SECTION-2

GENERAL TERMS & CONDITIONS OF CONTRACT

2.1 GENERAL TERMS & CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenderers must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

2.2 Definitions:

Unless excluded by or repugnant to the context:

- (a) "Applicable Law" means all the force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rule and regulation made therein, as may be in force and affect during the subsistence of this agreement.
- (b) "The Contract" shall mean agreement entered into between DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contracts deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (c) The Contractor/ Bidder/Manpower Service Provider shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (d) The "Contract Sum"/"Contract price" shall mean the sum for which the tender is accepted.
- (e) The expression " Department"/"Client"/"DFCCIL"/"Corporation"/"Employer" as used in the tender papers shall mean dedicated Freight Corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- (f) Engineer/ "Engineer-in-charge" of the work shall mean the 'Representative' appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and project..
- (g) The "Contract" shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment

the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

- (h) The "Contractor/ Bidder" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (i) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- (j) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- (k) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (l) A "month" shall mean a calendar month.
- (m) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- (n) "Government" means the Government of India.
- (o) "Services" means (the work to be performed by the Tenderers) pursuant to the Contract.
- (p) "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- (q) "GCC" mean the General Conditions of Contract,
- (r) "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- (s) "Local currency" means the currency of Government of India.
- (t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

2.3 GENERAL INFORMATION

- 2.3.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 2.3.2 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 2.3.3 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - b) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - c) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - d) "Collusive practices" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - e) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
 - f) Will reject a proposal for award if it determines that the Tenderer [s] recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - g) Will declare a firm ineligible, either indefinitely or for a stated period of time |, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

2.4 COMMUNICATION AND LANGUAGE OF CONTRACT

- 2.4.1 **Communication to be in writing:-**Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the specified address. Notices shall be deemed to be effective as follows.
- a. In case of personal delivery or registered mail, on delivery
 - b. In case of telefax, 24 hours following confirmed transmission

- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

2.4.2 Language of Contract

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this contract.

2.5 INTERPRETATION

In the contract, except where the context requires otherwise:

- 2.5.1 Words indicating one gender include all genders,
- 2.5.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 2.5.3 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- 2.5.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

2.6 ENTIRE AGREEMENT

- 2.6.1 This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

2.7 MODIFICATIONS

- 2.7.1 The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.

2.8 CARE IN SUBMISSION OF TENDERS

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

2.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER

- 2.9.1 The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

2.10 OMISSIONS & DISCREPANCIES

- 2.10.1 .Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once

notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

2.11 PARTNERSHIP DEED

2.11.1 The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, Tenderer(s) shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

2.12 AGREEMENT:

2.12.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Agency.

2.13 CHANGES IN ADDRESS:

2.13.1 Any change in the address of the contractor shall be forthwith intimated in writing to the DFCCIL. The DFCCIL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

2.14 OBLIGATION OF DFCCIL

2.14.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

2.15 FORCE MAJEURE

2.15.1 The Obligations of DFCCIL and the Tenderer(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

2.16 INDEMNITY

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

2.17 OTHER TERMS AND TERMINATION

- 2.17.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of one year extendable for one year on mutual consent.
- 2.17.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.
- 2.17.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 2.17.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other; under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

2.18 LAWS AND REGULATIONS:

- 2.18.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 2.18.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

2.19 INCOME TAX

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

2.20 SERVICE TAX

2.20.1 The Service Tax as admissible shall be paid extra on submission of proof of depositing the same to concerned Govt Authority 75% the gross bill value towards service tax, as applicable shall be borne by DFCCIL remaining 25% of the same shall be borne by the service provider. DFCCIL's part of Service tax (75%) shall be paid to the service provider 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. Any modification in Service tax provision in future by Government will be binding on the contractor with immediate effect.

2.21 PERMITS, FEES, TAXES & ROYALTIES

2.21.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. except service tax. The service tax liability on the Contractor will be governed by clause 2.33 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

2.22 STATUTORY INCREASE IN DUTIES, TAXES ETC

2.22.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tendering contractor should bear the above fact in mind.

2.23 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

2.23.1 If the Firm/Contractor

- a) becomes bankrupt or insolvent or,
- b) makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction);
or
- d) has execution levied on his goods or property or the works, or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or

- f) abandons the contract, or
- g) persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- h) fails to take steps to employ competent and / or additional staff and labour, or
- i) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j) Suppresses or gives wrong information while submitting the tender.
- k) If the agency fails to submit performance guarantee within stipulated date specified in clause 2.34

2.23.2 In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

2.24 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

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

2.25 LABOUR RULES

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

2.26 COMPLIANCE OF VARIOUS ACTS:

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

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

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

2.28 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the client and the contractor's staff. The contractor will have complete charge of personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.

2.29 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this contract by the Employer or the contractor may be taken or executed by the officials authorized for the same.

2.30 Bid Deposit-

2.30.1 The tenderer shall be required to deposit bid deposit with the tender for the due performance with the stipulation to keep the offer till such as specified in the tender, under the conditions of tender. The bid deposit shall be as under.

| | Value of the work | Bid deposit |
|---|---|--|
| A | For works estimated to cost up to Rs. 1 crore | 2% of the estimated cost of the work |
| B | For works estimated to cost more than Rs. 1 crore | Rs. 2 lakhs plus ½% (half percent) of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore. |

2.30.2 The bid deposit shall be rounded to the nearest round figure. This bid deposit shall be applicable for all modes of tendering.

2.30.3 The bid deposit should be in the form of crossed demand drafts issued by any of the Nationalised Banks or by a Scheduled Commercial bank. Bid deposit shall be in favour of Dedicated Freight Corridor Corporation India Limited, payable at Kolkata.

- 2.30.4 It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- 2.30.5 If his tender is accepted this bid deposit mentioned above will be retained as part security for the due and faithful fulfilment of the contract. The bid deposit of other tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

2.31 RETENTION MONEY

- 2.31.1 The retention money will be equal to 5% of the value of the contract. The Bid deposit of the successful bidder will be converted into initial retention money. Balance retention money shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of retention money as per contract.
- 2.31.2 The retention deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after Completion of 120 days of the satisfactory completion of the work.

2.32 SUPERVISION AND SUPERINTENDENCE

2.32.1 CONTRACTOR'S SUPERVISION

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of the work. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions/various orders as the Engineer may issue during the progress of the works.

2.33 WORKMEN

- 2.33.1 The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regards to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the contractor shall without prejudice is liable to prosecuted as per Indian laws.

2.33.2 **_SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and Programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including nonworking hours.

2.34 PERFORMANCE GUARANTEE (P.G.)

- 2.34.1 On acceptance of tender the successful tenderer shall have to submit performance guarantees as stipulated in Annexure-V amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, Kolkata. The performance guarantee shall be submitted 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 15 percent per annum shall be charged for the delay beyond 30(thirty) days, i.e. from 31st days after the date of issue of LOA.
- 2.34.2 if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.
- 2.34.3 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 2.34.4 The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The retention money, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 2.34.5 Wherever the contract is rescinded, the retention money shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 2.34.6 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:

- (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 DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
- (iii) The contract being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

2.35 DEFENCE OF SUITS

2.35.1 If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, of for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep DFCCIL and/or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

2.36 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

2.36.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

2.36.2 As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.

2.36.3 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

2.36.4 Delays not due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- (a) Any force majeure event referred to in Clause 2.33 or
- (b) Any relevant order of court or

- (c) Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

2.36.5 Delays due to Employer / Engineer

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is reasonable.

2.36.6 Delays due to Firm/Contractor and Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following: -

- (a) Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.
- (b) The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.
- (c) The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

2.36.7 Engineer's decision on compensation payable being final.

2.36.8 The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.

2.36.9 Time to continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

2.37 SETTLEMENT OF DISPUTES

2.37.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under.

2.37.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations,

deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

2.38 CONCILIATION/ARBITRATION

- 2.38.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 2.38.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderers) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 2.38.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case. Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator then a panel of at least three names will be sent to the Tenderer(s), Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 2.38.4 In case, the Tenderers opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation foils, the Tenderer(s) may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 2.38.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 2.38.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 2.38.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 2.38.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Tenderer(s).

2.39 AWARD TO BE BINDING ON ALL PARTIES

2.39.1 The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

2.40 SUBSTITUTE ARBITRATORS:

2.40.1 If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

2.41 INTEREST ON AWARDED AMOUNT

2.41.1 Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

2.42 SETTLEMENT THROUGH COURT

2.42.1 It is a term of this contract that the Tenderer(s) shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.

2.43 EXCEPTION

2.43.1 For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

2.44 JURISDICTION OF COURTS:

2.44.1 Jurisdiction of courts for dispute resolution shall be **Kolkata** only.

SECTION-3
OTHER TERMS AND CONDITIONS OF CONTRACT

3.1 OBLIGATION OF MANPOWER SERVICE PROVIDER

3.1.1 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** of the Bid document.

3.1.2 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.

3.1.3 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 replacement acceptable to DFCCIL within 05 days time.

3.2 PAYMENT TERMS

3.2.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure- A) besides the commission payable to the Manpower Service Provider and applicable Service Tax and different allowances as per clause. However commission is not entitled for Service Tax & different allowances.

3.2.2 The Manpower Service Provider shall provide documentary evidence to the satisfaction of DFCCIL for submission of statutory payments towards PF, ESI etc. In the account of outsourced employees with the appropriate authorities.

3.2.3 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.

3.2.4 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.

3.2.5 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.

3.3 Rates

3.3.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.

3.3.2 All statutory taxes (**Except Service Tax**) and liabilities levied/leviable 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.

3.3.3 Services Tax, as admissible shall be paid extra on submission of proof of depositing the same to concerned Govt Authority 75% the gross bill value towards service tax, as applicable shall be borne by DFCCIL remaining 25% of the same shall be borne by the service provider. DFCCIL's part of Service tax (75%) shall be paid to the service provider 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.

3.3.4 1.75% of the basic of all applicable staff shall be deducted towards ESI. 34.75% of the basic of all applicable staff shall be paid by DFCC towards ESI. The service provider shall be paid with 4.75% of DFCC's component and 1.75% 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.

3.3.5 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. 13.61 % of the basic of all applicable staff shall be paid by DFCC towards EPF. The service provider shall be paid with 13.61% 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.

3.4 QUANTITY VARIATION

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +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.

3.5 TA/DA/Travel facilities

(A) For office Assistant/Computer operator

| SL NO | ITEM | For All cities |
|-------|--------------------|--|
| | | Actual movement basis beyond 8 kms from HQ |
| 1 | Daily Allowance | 150/day* |
| 2 | Night Stay Charges | 200 |

(B) For office Attendant/Peon/Fieldsman

| SL NO | ITEM | For All cities |
|-------|--------------------|--|
| | | Actual movement basis beyond 8 kms from HQ |
| 1 | Daily Allowance | 100/day* |
| 2 | Night Stay Charges | 150 |

NOTES:

1. For outstation duty the actual fare of bus/train (SL class) will be reimbursed.
2. 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.
3. *Daily Allowance is admissible as mentioned below

| DUTY HOURS(inclusive of travel time) | PERCENTAGE OF DAILY ALLOWANCE |
|--------------------------------------|-------------------------------|
| Upto 6 HOURS | 30% |
| More than 6 hrs and upto 12 Hours | 70% |
| More than 12 hrs | 100% |

3.6 TERMINATION OF CONTRACT

3.6.1 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 as per clause no 2.23. Unsatisfactory service in this case would be frequent absence or poor attendance of Outsourcing of Manpower proving services staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behaviour by the house keeping staff, indiscipline in the premises (which

includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

- 3.6.2** The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staffs are proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- 3.7** 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, Works men 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.
- 3.8** 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 Labour Commissioner/Jharkhand & Bihar for minimum wages (for various categories of workers) is effective from 18.03.2013 and this will be treated as there reference rate for calculating the proportionate increase over the tendered rates
- 3.9** The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the **standards** required by DFCCIL.
- 3.10** 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 upto 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.

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.

- 3.11** The Manpower Service Provider shall indemnify DFCCIL against accident, death, disability, sickness etc. of outsourced staff provides by Manpower Service Provider. DFCCIL shall not be liable to pay or bear any compensation at any stage in respect of such eventualities.
- 3.12** The Manpower Service Provider shall decide the modus operandi as to engage workers by them rendering proper and efficient services and to conform to the prescribed standards. The Manpower Service Provider shall submit a copy of the **appointment letters** issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/functions.
- 3.13** No **relationship** of employer and employee shall be 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.
- 3.14** 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).
- 3.15** 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 authorised representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- 3.16** 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.
- 3.17** The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 3.18** The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the 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.

- 3.19** 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.
- 3.20** The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 3.21** The outsourced personnel 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 rates specified.
- 3.22** 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.
- 3.23** Manpower Service Provider shall provide identity cards bearing the photographs to the all the outsourced personnel deployed in DFCCIL at its own cost.

3.24 WORKING HOURS OF HIRED STAFF:-

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

3.24.2 Permissible leave to hired staff. Casual/Sickness leave: One day's paid casual leave for every month during the calendar year. Unavailed C.L.will lapse on the expiry of the contract. Leave cannot be encashed. Sanctioning of leave will be decided by Engineer-in-Charge. In addition to this, on successful completion of 4 month continuous engagement in

DFCCIL, two (02) days paid privilege leave will be admissible. This leave will also lapse on the expiry of contract.

3.25 OBLIGATION OF DFCCIL

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the manpower Service Provider that Cost to the Company does not increase.

3.26 FORCE MAJEURE–

The Obligations of DFCCIL and the Manpower Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

3.27 INDEMNITY –

The Manpower Service Provider shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Manpower Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether will full or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

3.28 In performing the terms and conditions of the contract, the Manpower Service Provider shall at all times act as an Independent Manpower Service Provider. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Manpower Service

Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

3.29 RESOLUTION OF DISPUTES & ARBITRATION -

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

3.30 PENALTY –

3.30.1 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 behaviour by the staff;
- Discourteous behaviour 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 |
| 4 | Absence of staff for full day | Rs.200/- per staff per day |
| 5 | Acts of indiscipline by staff | Rs.250/- per staff per day |
| 6 | Damage or stealing of any asset of DFCCIL or its officer/staff | 50% of the value of stolen goods or Rs.1000/- whichever is more |
| 7 | Any other breach | Penalty decided by CPM will be final and binding |

3.30.2 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.

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 5th of the following month – Nil
- ii) For payment to the outsourced person after 5th and upto 10th of the following month – 25% or Rs. 2500/- whichever is higher.
- iii) For payment to the outsourced person after 10th and upto 20th of the following month – 50% or Rs. 5000/- whichever is higher.
- iv) For payment to the outsourced person after 20th and upto 30th of the following month – 100% or Rs.10000/- whichever is higher.

SCHEDULE OF QUANTITIES**(Section 4)**

1. Office Assistance Services shall be provided as per details given as under:

| Sl. No. | Description of work | Number of person per month | Rate per man per month (*) |
|--|---|----------------------------|----------------------------|
| | | | (In Rupees) |
| A. FOR DHN CAMP OFFICE | | | |
| 1 | Office Assistant/Computer Operator | 3 | 13500 |
| 2 | Office attendant/Peon/ fieldsman | 3 | 9606(**) |
| 3 | Security Guards | 3 | 9606(**) |
| B. GAYA CAMP OFFICE | | | |
| 4 | Office Assistant/Computer Operator | 1 | 13500 |
| 5 | Office attendant/Peon/fieldsman | 1 | 9606(**) |
| 6 | Security Guards | 3 | 9606(**) |
| 7 | Office attendant/Peon/ fieldsman (For Aurangabad) | 1 | 9606(**) |
| C. 5NOs Competent Authority's Office(DHN,GIR,HZB,KOD,AUR) | | | |
| 8 | Office Assistant/Computer Operator | 5 | 13500 |
| 9 | Office attendant/Peon/ fieldsman | 5 | 9606 (**) |
| 10 | Private Amin | 1 | 12,500 |
| D. HOUSE KEEPING SERVICES | | | |
| 11 | Sanitary worker for DHN office and GAYA office | 2 | 8255(***) |
| 12 | Sub TOTAL | 28 | |

Note :-

| Category | Designation | Wage Rate | EPF @ 12%(employee) |
|--------------|---|-----------|---------------------|
| (i) | (ii) | (iii) | (iv) |
| UnSkilled | Sanitary Worker | 6600 | 792 |
| Semi Skilled | Office Attendant/Peon/ Fieldsman/Security Guards/Cook/Care taker | 7680 | 921.6 |

N.B

1. The bidder must quote their commission in terms of percentage on (Total rate) item No.8 of the Annexure "A" only, which is payable to the outsourced persons as indicated in the financial bid. This percentage shall be applicable on each item of the schedule uniformly.

2. Schedule of Quantities of the services is enclosed as Annexure "A"

The bidders are required to fill in the agency commission in the same form and submit the complete document with their signature on all pages of the document.

3. The daily wage rate under the Minimum Wages Act notified by Labour Commissioner, Government of India, office of the Chief Labour Commissioner(C), New Delhi for various categories of workers mentioned in the chart above shall be deemed to be there reference for calculation of monthly wages of Sl. No. A-2, A-3,B-5,B-6,B-7,C-9 & D-11 and may be revised from time to time as per the notification from appropriate authority. The Manpower Service Provider shall be reimbursed accordingly.

4. The above personnel can also be booked on Sundays and in such a case, a weekly rest will be given on any working day of the following week or proportionate payment due shall be made.

5. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.

6. Manpower Service Provider Shall provided 2 sets good quality uniforms to all office attendants, Caretaker, Security guards, Fields man within one month of joining by the staff.

DFCCIL shall reimburse the Manpower Service Provider the cost of uniforms provided to staff on actual (as per bills furnished) subject to a ceiling of Rs. 2000/- (max) per outsourced staff. Cloth samples should be got approved by Engineer – in – Charge.

7. In case of default in payment of statutory provisions by the Manpower Service Provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same along with 15% overheads of DFCCIL, from any amount outstanding or payable to Manpower Service Provider or the Manpower Service Provider shall reimburse the same to DFCCIL
8. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.
9. Besides the categories mentioned above, DFCCIL may ask 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.

Annexure-I

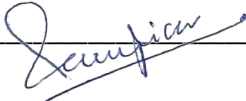
Proforma for Experience Certificate.{on the letter head of the issuing department}

M/s..... has provided Outsourcing of Manpower providing 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. 2011 -12,
F.Y.2012-13,
F.Y.2013-14.

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

Signature of bidder


CPM/DFCCIL/KKK

Annexure-II

Proforma 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

Signature of bidder

SCOPE OF SERVICES:

1.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 Section – 4)

The Details of scope of work is as follows

(A)Office Assistant/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 Jharkhand & Bihar and other places.
- III. Purchase of petty items from the market and keeping accountal 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.
- VI. 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 in Kolkata, Jharkhand & Bihar. 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 office of Dedicated Freight Corridor Corporation of India Limited at Jharkhand & Bihar.
- ii) To maintain the record of the visitor in the DFCCIL Office.

(D) **Private 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) **Sanitary Worker**

Cleaning/sanitation work for DFCCIL's Dhanbad office & Gaya 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:-

(a) 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 CPM & 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.

(b) 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.

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

| Post | Essential Qualification |
|------------------------------------|---|
| Office Assistant/Computer Operator | a) Graduation or Three Year Diploma in office Management b) MS Office (word, Excel, and Power point) c) Minimum two years relevant experience in specified. |
| Office attendant/Peon/Fieldsman | a) Passed Madhyamik or 10 th standard b) Should have at least one year of experience in specified field. |
| Security Guard | a) Passed Madhyamik or 10 th standard b) Should have at least one year of experience in specified field. |
| Private Amin | a) Passed Madhyamik or 10 th standard b) Should have working experience as Private Amin. c) Consent of Competent Authority. |
| Sanitary workers | a) Passed Madhyamik or 10 th standard b) Should have at least one year of experience in specified field. |

Note: 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.

Annexure – V

FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEE (PG)

Bank Gaurentee No:-.....

Dated:-...../...../.....

To,
Chief Project Manager;
DFCCIL;
18/N(Ground Floor),
Block 'A', New Alipore,
Kolkata – 700053.

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

This deed of Guaranty made this day of between (name of bank) having registered office atand branch office at(hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. for the work of(hereinafter called " the Contract")To M/sits registered office at(hereinafter called "the Contractor").

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

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

After the contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by the reason of any breach by the said contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due or 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 under take to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

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

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

Provided always that we (name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we (name of the 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 bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

The expressions "the Employer", "the 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:

Signature of bidder


CPM/DFCCIL/KKK

Annexure –VI

FORM OF AGREEMENT
(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on ----- day of -----(Month/year) between DFCCIL, acting through Chief Project Manager, DFCCIL, 18/N(Ground Floor), Block 'A', New Alipore, Kolkata – 700053.(herein after called the "DFCCIL") of the one part and (Name/address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Contract No. ----- (hereafter called "the works", and has accepted a Bid by the Contractor for the execution of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of the signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the

Signed for and on behalf of the DFCCIL

Contractor in the presence of:

in the presence of :

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

Annexure –VII

| TENDERER(S)'S GENERAL INFORMATION | | PROOF ATTACHED AT PAGE |
|--|--|-------------------------------|
| 1. Name of firm. | | |
| 2. Full name of Contractor/s: | | |
| 3. Year of Establishment. | | |
| 4. Registered Head Office:- Address:- | | |
| 5. Operation Address if different from above: | | |
| 6. Branch Office in India | | |
| 7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc. | | |
| 8. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc. | | |
| 9. Bank A/C No. of firm with RTGS code for electronic clearance of the payment. | | |
| 10. Telephone number | | |
| 11. E-mail address & Web Site | | |
| 12. Telefax Number | | |
| 13. ISO Certification, if any (If yes, please furnish details). | | |
| 14. Pan No: | | |
| 15. PF/EPF Registration No: | | |
| 16. ESI | | |
| 17. Service Tax Registration No: | | |
| 1. The information furnished above shall be supported by authentic documents including registration number of the firm. 2. The copies of documents submitted shall be duly attested . | | |

“Annexure-A”

Schedule of Quantities

| Sl. No. | Description of work | Number | Rate per man per month (*) (In Rupees) | Amount for One Year (In Rupees) |
|---------|--|------------|--|---------------------------------|
| 1. | Office Assistant/Computer Operator | 09 Persons | 13500 | 14,58,000 |
| 2. | Office attendant/Peon/ fieldsman | 10 Persons | 9606(**) | 11,52,720 |
| 3. | Security Guards | 06 Persons | 9606(**) | 6,91,632 |
| 4. | Private Amin | 01 Person | 12,500 | 1,50,000 |
| 5. | Sanitary worker | 02 Person | 8255(***) | 1,98,120 |
| 6. | Sub TOTAL | 28 Persons | | 36,50,472 |
| 7. | Travelling Allowance and Daily allowance, Cost of uniform etc. | L.S. | | 2,00,000 |
| 8. | Sub Total | | | 38,50,472 |

N.B.:

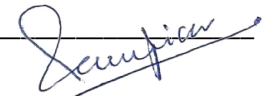
1. The bidder must quote their commission in terms of percentage on (Total) item No. 8 only, which is payable to the outsourced persons as indicated in the financial bid. This percentage shall be applicable on each item of the schedule uniformly.

Commission in percentage should be entered by the Bidder/Tenderer only for schedule-I in Figures and Words.

in figures -----

In words -----

Signature and seal of Tenderer


CPM/DFCCIL/KKK

NOTE -

- i) The Bidder/tenderer is required to quote the overall single percentage rate .
- ii) The Bidder/tenderer quoting the rates for individual items will be disqualified.
- iii) The Bidder/tenderer is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail.
- iv) Salary mentioned in ANNEXURE-A is minimum salary to be paid to manpower of different categories.

END OF BID DOCUMENT