

Tender No. “DFCC/ADI/Manpower Hiring/01/2016-17”

**Dedicated Freight Corridor Corporation of India Ltd.**

**Name of Work:** - Engagement of manpower service provider for providing various categories of outsourced staff for Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit to carry out utility shifting works of DFCCIL.

**Single Packet OPEN TENDER**

**Tender No-** DFCC/ADI/Manpower Hiring/01/2016-17

**TENDER DOCUMENT  
NOT TRANSFERABLE**

**Dedicated Freight Corridor Corporation of India Ltd.,  
First Floor Old DRM Office Building, Kalupur, Ahmedabad-380 002**

**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 COMPILED BEFORE SEALING THE TENDER DOCUMENT:-**

<b>Sr. No.</b>	<b>Description</b>	<b>Done or Not</b>
<b>1.</b>	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	<input type="checkbox"/>
<b>2</b>	Declaration regarding no relative being employed on DFCCIL at Annexure- VII has been filled.	<input type="checkbox"/>
<b>3</b>	Address for correspondence has been given at <b>Section 2 Para 2.2, and</b> Envelope has been addressed accordingly.	<input type="checkbox"/>
<b>4</b>	Tenderer's General information filled up in Annexure -IV with attached documents/proof page marked/indicated.	<input type="checkbox"/>
<b>5</b>	All the Annexures from Annexure -I to Annexure -X properly filled up and relevant documents attached and indicated in Annexures, where asked.	<input type="checkbox"/>
<b>6</b>	Company seal should be put.	<input type="checkbox"/>
<b>7</b>	The tender shall be accompanied with the following: -	
<b>1.</b>	Earnest Money Deposit as per NIT/ Clause No. 3.1.5 of Section-3 has been attached.	<input type="checkbox"/>
<b>2.</b>	Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	<input type="checkbox"/>
<b>3.</b>	Partnership deed/ resolution as applicable has been attached.	<input type="checkbox"/>
<b>4.</b>	Power of Attorney as applicable has been attached.	<input type="checkbox"/>
<b>5.</b>	Any other relevant documents have been attached.	<input type="checkbox"/>
<b>8</b>	The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer.	
<b>9</b>	<b>RATES TO BE QUOTED ON RATE SHEET ONLY.</b>	

**Dedicated Freight Corridor Corporation of India Ltd.,  
First Floor Old DRM Office Building, Kalupur, Ahmedabad-380 002**

**Tender No.**  
DFCC/ADI/Manpower Hiring/01/2016-17

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**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
(A Public Sector Undertaking of Ministry of Railways)  
First Floor Old DRM Office Building ,Kalupur, Ahmedabad-380 002

**Forwarding letter by Tenderer(s)**

To,  
Chief Project Manager  
DFCCIL,  
Ahmedabad

**Name of Work:** - Engagement of manpower service provider for providing various categories of outsourced staff for Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit to carry out utility shifting works of DFCCIL.

**Ref:**

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 tender 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 "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to a Tender 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. 44,990/-** has been forwarded as Earnest Money. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.

OR

I/We do not commence the work within 15 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 thereof 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 Railway within 30 days after issue of letter of acceptance and before signing of the agreement
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer(s)/Tenderer(s)

Tenderer(s)/Tenderer(s)'s Address

Signature of Witness

**1. SECTION:-1**

 डेडीकेटेड फ्रेट कोरीडोर	<b>DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.</b> <b>(A Public Sector Undertaking of Ministry of Railways)</b> <b>First Floor Old DRM Office Building, Kalupur, Ahmedabad-380 002</b>
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**NOTICE FOR INVITING BIDS**

Tender No.	<b>DFCC/ADI/Manpower Hiring/01/2016-17</b>
Name of Work	Engagement of manpower service provider for providing various categories of outsourced staff for DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit to carry out utility shifting works of DFCCIL.
Estimated Cost of Work	<b>Rs. 22,49,232/-</b>
Completion Period	One Year
Type of BID	Single Packet Open Tender
Earnest Money	<b>Rs.44,990/-</b>
Date and time of submission of filled tender document	<b>up to 14:00 Hrs of 29/07/2016</b>
Date and time of opening of tender	<b>at 15:00 Hrs of 29/07/2016</b>
Authority and place for submission of completed tender document	<b>Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office Building, Kalupur, Ahmedabad-380 002</b>
Address for Communication	<b>Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office Building, Kalupur, Ahmedabad-380 002</b>
Tender Fees and Website	Tender document can be obtained from the office of DFCCIL/Ahmedabad on all working days between 10.00 to 18.00 hrs by paying Tender Fee of <b>Rs.3000/-(Three Thousand only)</b> by way of DD/Pay Order favour DFCCIL payable at Ahmedabad. The Tender document can also be downloaded from company's website <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> as well as on central public procurement portal website <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and the same will be accepted along with the tender fee of <b>Rs.3000/-(Three Thousand Only)</b> through a separate Demand Draft drawn on any nationalized/scheduled bank favoring "DFCCIL payable at Ahmedabad". Offers without cost of tender paper will liable to reject. Detail terms and conditions and future corrigendum/addendum will be posted on above websites only.

**Chief Project Manager**  
**Dedicated Freight Corridor Corporation India Limited**

**2. SECTION:- 2****Invitation for Tenders (IFT)****Dear Sir,**-----  
-----

**Chief Project Manager**, DFCCIL, Ahmedabad, for and on behalf of DFCCIL invites, Tenders in Single Packets Open Tender system, from the tendering firms for engagement of manpower.

**2.1 SCOPE OF WORK**

2.1.1 Manpower service Provider has to provide services of outsourced persons in various categories (As per Annexure-I) for DFCCIL/Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit Kalupur, Ahmedabad-380 002

**2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-**

S.No	Tender No.	<b>DFCC/ADI/Manpower Hiring/01/2016-17</b>
1	Name of Work	Engagement of manpower service provider for providing various categories of outsourced staff for DFCCIL/Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit to carry out utility shifting works of DFCCIL.
2	Estimated Cost of Work	<b>Rs.22,49,232/-</b> ( Rs Twenty Two Lakhs, Forty Nine Thousands, Two Hundred and Thirty Two only)
3	Completion Period	12 ( Twelve months)
4	Cost of tender document	Rs 3,000/- ( Rs Three thousand only)
5	Availability of tender document	<b>Up to 18.00 Hrs 28/07/2016</b>
6	Type of Tender	Open tender, single packet
7	Earnest Money	<b>Rs. 44,990/-</b> ( Rs Forty Four Thousands Nine Hundred and Ninety only)
8	Date and time of submission of Tender	<b>Up to 14:00 Hrs. of 29/07/2016</b>
9	Date and time of opening of Tender	<b>At 15.00 hrs. of 29/07/2016</b>
10	Validity of Offer	90 Days from the date of opening of tender
11	Authority and place for purchase/ submission of tender document & address for Communication	Office of Chief Project Manager; DFCCIL First Floor Old DRM Office Building, Kalupur, Ahmedabad-380 002.

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- 2.2.1 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document.
- 2.2.2 Tender documents are also available on the official web site of DFCCIL i.e. [www.dfccil.gov.in](http://www.dfccil.gov.in) and [www.dfccil.org](http://www.dfccil.org). as well as on central public procurement portal website [www.eprocure.gov.in](http://www.eprocure.gov.in) . In case of documents downloaded from internet, cost of tender form as in Para 2.2 Sl. No 4 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

### **3. SECTION 3**

## **Information and Instructions to Tenderer(s)**

### **3.1 INFORMATION**

- 3.1.1 Tender has been invited under 'single packet' system.
- 3.1.2 The Tenderer(s) may collect the Tender document from the address and timings mentioned in SECTION-I of the tender document.
- 3.1.3 Tender documents are also available on the official web site of DFCCIL mentioned at Clause 2.2.2 of the tender document.
- 3.1.4 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document. Tenders received without tender fee shall be summarily rejected.
- 3.1.5 The tender document must be accompanied by a valid Earnest Money as per clause 3.7 of the tender document. Tenders received without Earnest Money shall be summarily rejected.
- 3.1.6 Each page of this Tender document shall be submitted duly signed and stamped. Tender document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer(s).
- 3.1.7 All Tenders shall be submitted in accordance with the instruction contained in these documents (hereinafter called as Tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.8 A firm shall submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.9 In preparing the Proposal, Tenderer(s) 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 Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.10 If the Tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.11 The 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 initialed by the person or persons who sign(s) the Proposals.
- 3.1.12 In preparing the Financial Proposal, Tenderer(s) are expected to take into account the requirements and conditions of the RFP documents.
- 3.1.13 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy



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between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.

- 3.1.13 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website and also published in newspapers. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.14 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.15 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

## 3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted "in sealed cover" which should be super scribed as
- Tender No:- as mentioned in NIT in SECTION-I of the tender document.
  - Name of the work:- as mentioned in NIT in SECTION-I of the tender document.
- 3.2.2 Venue of submission of tender:- Chief Project Manager; DFCCIL; First Floor Old DRM Office Building, Kalupur, Ahmedabad-380 002,
- 3.2.3 The tender document should reach the office not later than date and timings mentioned as in NIT in SECTION-I of the tender document. On top of the sealed envelop shall be written as **NOT TO BE OPENED - Tender document to be opened at the time of opening of Tender only.**
- 3.2.4 Tender box will be sealed on date and timings mentioned as in NIT in SECTION-I of the tender document.
- 3.2.5 Any tenders received late are liable to be rejected summarily.

### **3.3 TENDER OPENING**

- 3.3.1 Date and Time of opening of the tender:- As indicated in Clause 2.2 Sl 9 of tender document.
- 3.3.2 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- 3.3.3 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 supplemented by the details of exact 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 tender documents
- 3.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 14.30 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.
- 3.3.5 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.

### **3.4 GENERAL INFORMATION**

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- 3.4.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender Document by post. DFCCIL is not responsible for loss/delay of any tender in transit.
- 3.4.3 Issuance of Tender documents will not automatically means that such parties are considered qualified.
- 3.4.4 The agency will be awarded initially work for period specified vide clause 2.2 Sl 3 of tender document.
- 3.4.5 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

### **3.5 VALIDITY OF PROPOSAL**

- 3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make

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the Tenderer(s) liable for forfeiture of his Earnest Money deposit. The Tenderer(s)  
cannot withdraw their offer within the period of validity / extended validity.

### **3.6 TENDER FEE**

- 3.6.1 Cost of tender form as per clause 2.2 Sl 4 of the tender document is to be submitted in the form of pay orders, demand drafts from any nationalized bank or a Scheduled Bank in favour of DFCCIL payable at Ahmedabad
- 3.6.2 In case of documents downloaded from internet, cost of tender form as in Para 3.6.1 above shall be submitted along with offer.
- 3.6.3 Offers not accompanied by valid tender fee will be summarily rejected.

### **3.7 EARNEST MONEY**

- 3.7.1 The tender must be accompanied by a sum specified in clause 2.2 Sl 7 of the tender document as Earnest Money(EMD) deposited in the form of pay orders, demand drafts, Banker’s cheque from a nationalized bank or a Scheduled Bank. Earnest Money shall be in favour of DFCCIL payable at Ahmedabad and duly dis-charged after affixing the revenue stamp on reverse side of the receipt and duly signed on it.
- 3.7.2 The Tenders not accompanied by valid Earnest Money (EMD) shall be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

### **3.8 ELIGIBILITY CRITERIA**

- 3.8.1 The Tenderer(s) should satisfy the minimum Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to submit documents as stipulated in clause 4.14 of tender document along with their tenders.

### **3.9 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF**

- 3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tender(s) shall furnish “BRIEF DETAILS OF THE TENDERER(S)” (Annexure-IV).
- 3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.
- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
  - b) As a Partner or Partners of the firm; or
  - c) As a Director, Manager or Secretary in a Limited Company etc.
- 3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief Project Manager, DFCCIL, First Floor Old DRM Office, Kalupur, Ahmedabad-380 002, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

### **3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER**

- 3.10.1 Tenderer(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.
- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt./ local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.10.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.10.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

### **3.11 PROPOSAL EVALUATION**

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 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.
- 3.11.3 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 technical proposal
- 3.11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening. It is recommended that quoted rates are covered with transparent adhesive tape for evaluation of their proposal.
- 3.11.5 The successful Tenderer(s) would be selected on the basis of least commission quoted by the Tenderer(s) on the pay payable to the outsourced person as indicated in Annexure-I

### **3.12 ENGAGEMENT OF PERSONNEL**

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

### **3.13 AWARD OF CONTRACT**

- 3.13.1 The DFCC will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2 Until a formal agreement is prepared and executed acceptance of this 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.
- 3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).
- 3.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter.

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

### **3.14 CONFIDENTIALITY**

- 3.14.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderer(s) who submitted the proposals or to other persons not officially concerned with the process.

### **3.15 CHECK LIST**

- 3.15.1 The Tenderer(s) is requested to submit the tender documents and attachments to tender documents as per the details specified in the Tender document. Any deviation/omission from above will be as per Tenderer(s)'s own risk.

The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respects.

## **4. SECTION 4**

### **GENERAL CONDITIONS OF CONTRACT**

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender 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 tenders 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.

#### **4.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

- 4.1.1 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.
- 4.1.2 "Officer"/ "Officer-in-charge"/ "DFCCIL's representative" of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3 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, 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.
- 4.1.4 The "Contractor/ Tenderer(s)" 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.
- 4.1.5 The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.6 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.
- 4.1.7 A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8 A "month" shall mean a calendar month.

- 4.1.9 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10 "Client" means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.11 "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 "Data Sheet" means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 "Day" means calendar day.
- 4.1.14 "Government" means the Government of India.
- 4.1.15 "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 "Proposal" means the Technical Proposal and the Financial Proposal.
- 4.1.18 "RFP" means the Request For Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.21 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.22 "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, lightning and un-precedent floods over which the contractor has no control.
- 4.1.23 "GCC" mean the General Conditions of Contract.
- 4.1.24 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.25 "Local currency" means the currency of Government of India.



## 4.2 GENERAL INFORMATION

- 4.2.1 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.
- 4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3 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).
- 4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6 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:
    - 1) "**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;
    - 2) "**Fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - 3) "**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, noncompetitive levels;
    - 4) "**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.
  - b) 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;
  - c) will declare a firm ineligible, either indefinitely or for a stated period of time, to

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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

- 4.2.7 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### **4.3 COMMUNICATION AND LANGUAGE OF CONTRACT**

#### **4.3.1 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.

### **4.4 INTERPRETATION**

In the contract, except where the context requires otherwise:

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

### **4.5 LANGUAGE OF CONTRACT**

- 4.5.1 The Contract has been executed in English and Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

### **4.6 ENTIRE AGREEMENT**

- 4.6.1 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.

### **4.7 MODIFICATIONS**

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

#### **4.8 CARE IN SUBMISSION OF TENDERS:-**

- 4.8.1 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.

#### **4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -**

- 4.9.1 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.

#### **4.10 OMISSIONS & DISCREPANCIES: -**

- 4.10.1 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 endeavor has been made to avoid any error which can materially effect 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.

#### **4.11 PARTNERSHIP DEED**

- 4.11.1 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.

#### **4.12 PERFORMANCE GUARANTEE (P.G)**

- 4.12.1 On acceptance of tender the successful Tenderer(s) shall have to submit performance guarantee 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, Ahmedabad**. 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 up to 60 days

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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 day after the date of issue of LOA.

- 4.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work 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.
- 4.12.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 4.12.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the 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.
- 4.12.5 The DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
  - b) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
  - c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

### **4.13 SECURITY DEPOSIT**

- 4.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the

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contract.

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

- a) Security Deposit for each work should be 5% of the contract value
- b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
- c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

4.13.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.

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

#### **4.14 TENDERER(S)’S CREDENTIAL:-**

4.14.1 In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.

4.14.2 THE TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:

1	The Tenderer(s) should have physically completed at the time of opening of tender in the last Three financial years (i.e. current year and three previous financial years). The work should be physically completed on or before the date of opening of tender.	At least one similar single work for a minimum value of <b>35%</b> of advertised tender value of work.
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	<p style="text-align: center;"><b>OR</b></p> <p>Bidder should be carrying out at least one work of providing housekeeping services for at least two years with payment not less than 35% of the estimated cost of work.</p> <p>The Similar nature of work in this tender means "Supply of Manpower of categories of Office Assistant/ Computer Operator/ Office Attendant/ Office Boy/ Peon/ Field Man etc. to Government Organization / Public sector unit/ Autonomous Body/ Public Limited Company/ Private Ltd Company/ Reputed Educational Institution/ Reputed Commercial institution."</p>	<p style="text-align: center;"><b>OR</b></p> <p>At least one similar single work for a minimum value of <b>35%</b> of advertised tender value of work.</p>
2	<p>The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year.</p>	<p>Should be a minimum of <b>150 %</b> of advertised tender value of work. In support of which, the attested certificate from Employer/Client, TDS certificate/Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.</p>
3	<p>a) Registration for ESI, EPF, Service Tax, PAN number.</p> <p>b) Affidavit that the firm has not been blacklisted for business by any government department /PSU and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance.</p> <p>c) Registered under Contract Labour (Regulation and Abolition) Act'1970 and a valid labour license under this Act.</p>	<p>a) Valid Registration certificates and documents are to be enclosed.</p> <p>b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-V of the bid document.</p> <p>c) Registration certificate /Affidavit / documents to be enclosed.</p>

4.14.3 Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.

4.14.4 In reference to Para 4.14.2.1 of the tender document, the Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as

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per Para 4.14.7 and such certificate should clearly brought out following details:-

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of Work.
- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) The Amount of Work done as per Agreement (in Rupees).
- k) The Final Amount of Work at the time of Completion of Work(in Rupees).
- l) Whether the Work is completed satisfactory or not satisfactory.

4.14.5 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.

4.14.6 All photo copies should be enclosed with the tender form duly attested.

4.14.7 Certificates from Private individuals for whom such works are executed/being executed will not be accepted. The ‘Organizations’ other than ‘Private Individuals’ from whom certificates can be considered for evaluation for eligibility criteria, are as follows.

- a) Government Department/Public sector units/ Autonomous Bodies.

#### **4.15 AGREEMENT:**

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

#### **4.16 CHANGE IN ADDRESS:**

4.16.1 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.

#### **4.17 OBLIGATION OF DFCCIL**

4.17.1 DFCCIL will, subject to compliance of this contract and all statutory requirements

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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.

#### **4.18 FORCE MAJEURE**

4.18.1 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 and in such situation the contract can also be terminated on mutual consent.

#### **4.19 INDEMNITY**

4.19.1 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 willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

#### **4.20 SECURITY FOR ENSURING TIMELY PAYMENT OF REMUNERATION/FEE PAYABLE TO OUTSOURCED PERSONS.**

4.20.1 The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced persons is paid on or before the 3rd day of the following month and a proof of payment shall be annexed to the monthly bill.

#### **4.21 OTHER TERMS AND TERMINATION**

4.21.1 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 at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

4.21.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.

4.21.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.

4.21.4 In performing the terms and conditions of the contract, the Manpower Service



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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.

#### **4.22 LAWS AND REGULATIONS:**

4.22.1 **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.

4.22.2 **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.

#### **4.23 INCOME TAX**

4.23.1 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.

#### **4.24 SERVICE TAX**

4.24.1 The **75%** of the Service Tax, as applicable on gross value of each running account bill/Final bill shall be paid directly by DFCCIL. Remaining **25%** of the Service Tax as applicable on gross value of each running account bill/Final bill in this contract will be paid by Contractor as per prevailing law and shall be reimbursed by DFCCIL after the contractor submits the documentary proof of having deposited the same. Any modification in Service tax provision in future by Government will be binding on the contractor with immediate effect.

#### **4.25 PERMITS, FEES, TAXES & ROYALTIES**

4.25.1 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 4.23 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.

#### **4.26 STATUTORY INCREASE IN DUTIES, TAXES ETC**

- 4.26.1 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 honour 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.

#### **4.27 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT**

- 4.27.1 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.

- 4.27.2 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).

#### **4.28 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT**

- 4.28.1 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.

#### **4.29 LABOUR RULES**

- 4.29.1 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.

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

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

#### **4.30 COMPLIANCE OF VARIOUS ACTS:**

- 4.30.1 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.

#### **4.31 CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986.**

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

#### **4.32 SETTLEMENT OF DISPUTES**

4.32.1 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:

##### 4.32.2 Mutual Settlement

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

#### **4.33 CONCILIATION/ARBITRATION**

4.33.1 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.

4.33.2 If the Manpower Service Provider is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Manpower Service Provider 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.

4.33.3 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 Manpower Service Provider. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Manpower Service Provider 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 Manpower Service Provider.

4.33.4 In case, the Manpower Service Provider opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Manpower Service Provider 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.

- 4.33.5 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.
- 4.33.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.33.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.33.8 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 Manpower Service Provider.

#### **4.34 AWARD TO BE BINDING ON ALL PARTIES**

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

#### **4.35 SUBSTITUTE ARBITRATORS:**

- 4.35.1 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.

#### **4.36 INTEREST ON AWARDED AMOUNT**

- 4.36.1 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.

#### **4.37 SETTLEMENT THROUGH COURT**

- 4.37.1 It is a term of this contract that the Manpower Service Provider 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.

#### **4.38 EXCEPTION**

- 4.38.1 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.

#### **4.39 JURISDICTION OF COURTS**

- 4.39.1 Jurisdiction of courts for dispute resolution shall be Ahmedabad only.

## 5. SECTION 5

### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

**Name of work:** Engagement of manpower service provider for providing various categories of outsourced staff for DFCCIL/Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit to carry out utility shifting works of DFCCIL.

#### 5.1 INTRODUCTION:-

5.1.1 Dedicated Freight Corridor Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities.

#### 5.2 DETAILED SCOPE OF WORK

5.2.1 Manpower service Provider has to provide services of outsourced persons in various categories (As per Annexure-I) for Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit Kalupur, Ahmedabad-380 002

5.2.2 The duty list of the Out Sourced Staff/Persons are available at Para 5.6.

#### 5.3 TERMS AND CONDITIONS:-

5.3.1 The manpower service provider shall, if and when so requested by DFCCIL, will provide the Placement services at the premises, or any other office of DFCCIL/Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit Kalupur, Ahmedabad, as may be required, at the agreed rates. The essential qualification/skills/experience required is enclosed in **Annexure-II**.

5.3.2 It shall be the responsibility of the Manpower service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, It comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Manpower Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within 15 days' time.

5.3.3 If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of hired Staff 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 15 days time.

- 5.3.4 The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 5.3.5 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL (Annexure -I) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
- 5.3.6 The engagement of Manpower Service Provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- 5.3.7 The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- 5.3.8 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the 30 days written notice.

#### **5.4 PAYMENT TERMS**

- 5.4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure-I), besides the commission payable to the Manpower Service Provider and applicable service Tax.
- 5.4.2 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.
- 5.4.3 Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL. The Contractor will not claim any compensation on account of same and will be paid as per actual Manpower deployed and rates specified in the tender document.
- 5.4.4 Uniform to the outsourced manpower shall be provided by Manpower Service Provider and following reimbursement shall be done to the Manpower Service provider by DFCCIL:-
- a) Office Attendant/House Keeping Helper- Rs. 1000/- per year (2 sets in a year) and
  - b) Office Assistant/Computer Operator/Executive Assitt. /AutoCAD Operator- Rs. 2000/- per year (2 sets in a year)

## 5.5 OBLIGATION OF THE MANPOWER SERVICE PROVIDER

- 5.5.1 The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DFCCIL/Railway.
- 5.5.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 5.5.3 The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.
- 5.5.4 The Manpower service Provider shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of DFCCIL/railway for discharging defined activities/functions.
- 5.5.5 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- 5.5.6 The Manpower Service Provider shall submit the Experience certificate of the outsourced persons for the last two years and also submit police verification for back-ground check and certify satisfactory character and antecedent records of them. **Police verification for back-ground check of out sourced staff is mandatory by manpower service provider before deployment.**
- 5.5.7 The manpower service provider will provide **outsourced manpower young as far as possible and fit in all respect to perform assigned duties. Moreover the age of outsourced manpower deployed by the agency shall not exceed 65 years in any case**
- 5.5.8 The Manpower Service Provider alone shall have 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/Railway. The DFCCIL/Railway shall under no circumstances be deemed



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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/Railway be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL/Railway totally and completely indemnified against any such claim(s).

- 5.5.9 The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.5.10 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.5.11 The attendance roll for the personal deployed by the Manpower Service Provider at the premises of DFCCIL/Railway shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. The attendance roll shall be signed by the proprietor of the Manpower Service Provider or his authorized representative daily who shall get it verified by the designated officer of DFCCIL/Railway.
- 5.5.12 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.
- 5.5.13 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.
- 5.5.14 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.
- 5.5.15 Manpower Service Provider shall provide identity cards bearing the photographs to the all the outsourced personnel deployed in DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit at its own cost.
- 5.5.16 Upon a written/oral request being made by DFCCIL in that regard the Manpower Service Provider will, within 24 hours of receipt of such request, discontinue the Manpower Service Provider services found to be unsatisfactory or otherwise objected to by DFCCIL/Railway for any reason. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued services.
- 5.5.17 Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit 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 its pursuant to the contract.

- 5.5.18 The Manpower Service Provider is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 5.5.19 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
- 5.5.20 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Manpower service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL/Railway that such deputed do not have any claim whatsoever for any regular employment in DFCCIL/Railway. Any staff hired for DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 15 day's time.
- 5.5.21 The services of the outsourced person engaged are liable to be transferred anywhere from one department to another without any extra remuneration depending on exigencies of the work.
- 5.5.22 The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL/Railway.
- 5.5.23 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL/ Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit, its premises, clients business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL/Railway and its associate entities which may in any way come to their knowledge or attention.
- 5.5.24 The Manpower Service Provider shall indemnify and keep DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit 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.
- 5.5.25 It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL/Railway shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death, disability, sickness).
- 5.5.26 Working Hours of hired staff – The working hours for the hired staff shall be for 8

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hours a day for 6 days a week. The timings for the same would be as specified by the DFCCIL/ Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit. However, these timings may be changed without any overall impact on the period of duty as per convenience or requirement of operation. The personnel would get a day off (generally Sunday) every week along with National Holidays. Working hours should be regulated so that there is no requirement of overtime. However, administration reserves right to call the personnel on National / Gazetted holiday / Sunday. A compensatory off will be provided to the individual in the succeeding weeks in lieu of the same or proportionate additional payment will be made for attending office on Sundays / National holidays, if compensatory off is not provided.

- 5.5.27 Leave rules is attached as Annexure-III. If a personnel remains absent beyond the period of one day in a month/National holidays/declared holidays, pay will be deducted on pro rata basis, if a substitute is not provided for the period of absence. The facilities including leave etc. are required under various legal provisions shall be so adjusted by outsourcing agency that CTC does not increases.
- 5.5.28 All outsourced staff should maintain Mobile phone.
- 5.5.29 **FIRST AID.** The contractor shall maintain at readily accessible place, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- 5.5.30 Any damage, deterioration, loss caused to DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor’s bill or through other means as per the law.
- 5.5.31 DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider’s account. The agency Contractor(s)/service provider's account.
- 5.5.32 The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 5.5.33 The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.

## **5.6 DUTIES LIST OF DIFFERENT CATEGORIES OF MANPOWER TO BE PROVIDED**

### **5.6.1 Executive Assistant**

- a) 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 /Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit.
- b) Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Ahmedabad and other places.
- c) Purchase of petty items from the market and keeping accountal of the same.
- d) Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- e) Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.

Any other work assigned by DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit in connection with smooth functioning of the office.

### **5.6.2 Office Assistant/Computer Operator**

- a) 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/Gujarati, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL/ Western Railway for Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit.
- b) Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Ahmedabad and other places.
- c) Purchase of petty items from the market and keeping accountal of the same.
- d) Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- e) Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.
- f) Any other work assigned by DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit in connection with smooth functioning of the office.

5.6.3 **Auto CAD Operator**

- a) Preparation of all sorts of drawings/sketches in AUTO CAD.
- b) Movement and maintenance of drawings handed over to him.
- c) Dispatch and receipt of drawings to and from various Railway offices including various State/Central Govt. Offices.
- d) Record keeping of all the drawings and related documents.

Any other work assigned by DFCCIL/ Western Railway Engineering, S&T, Electrical and Accounts Department of construction Organization of ADI unit in connection with smooth functioning of the office.

5.6.4 **Office Attendant / House Keeping Helper**

- a) Cleaning of rooms, dusting of furniture and equipments in the entire office building.
- b) Mopping of the floor of all rooms, corridors passages balconies etc with moist
- c) mopping cloth of two every day.
- d) Cleaning of all toilets, wash basins, corridors area including front open area outside of main gate and disposal of rubbish collected everyday by cleaning the area as specified above. Required consumable such as phenyl, brooms, mops, dusters etc shall be provided by DFCCIL/Railway as per requirement.
- e) Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL/Railway), cleaning of utensils used in the pantry etc.
- f) 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/Railway.
- g) Horticulture activities such as maintenance of Gamla.
- h) Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL/Railway officials.
- i) Delivering the dak/letters/papers and documents to various Government/non-governmental offices in Ahmedabad. For local movement, contractor shall provide at least one bi-cycle at his cost.
- j) Any other work assigned by DFCCIL/Railway in connection with smooth functioning of the office.
- k) To accompany concerned officer for Field duty for measurement , to carry files, instruments, Baggage etc.

**5.7 QUANTITY VARIATION:-**

An Item wise excess/ saving up to 100% in quantities /period can be done at the direction of DFCCIL at the same rate and conditions with overall variation within  $\pm$  100%. However above 50% variation finance concurrence to be taken

## 5.8 RATES

- 5.8.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.8.2 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 EPF (Employer's contribution) and ESI(Employer's contribution), Bonus, (Except Gratuity as per extant Law) shall be borne by the contractor and the rate shall be inclusive of all such liabilities unless otherwise specified in the tender.
- 5.8.3 **Services Tax**, as admissible shall be paid extra on submission of proof of deposit.
- 5.8.4 The quoted rates are **inclusive of statutory contribution** towards the EPF (Employer's and Employee's contribution), ESI (Employer's and Employee's contribution), Bonus as per extant Law and the same shall be deposited by the contractor in favour of persons deployed. Gratuity as per Law will be reimbursed on submission of proof of same having deposited with the appropriate Govt Authorities to the satisfaction of DFCCIL.
- 5.8.5 The salary to be paid to the Staff/Persons to be deployed is based on DFCCIL's Policy vide letter no. HQ/HR/3/Outsource Pol./9 dated 07/11/2013 and minimum wages decided by Dy. Chief Labour Commissioner (Central), Ahmedabad, vide letter no. AH/3/MWA/2016 dated 13.04.2016 and the salary shall stand revised to the extent of revision in salary to be paid to the Staff/Persons by DFCCIL and revision in minimum wages by the same Authority during the currency of contract or any annual increment if advised by DFCCIL shall be effective from the date of implementation so advised by DFCCIL during currency of contract and the difference in such salary shall be reimbursable by DFCCIL on submission of documentary proof by the contractor to the satisfaction of DFCCIL. The revision of salary shall be accordingly including the service charges quoted by the successful tenderer. The decision of DFCCIL will be final and binding.
- 5.8.6 For local movement within Ahmedabad actual Auto Charges will be paid. However, for out station movements, the actual fare of the bus / train (sleeper class) shall be reimbursed and additional Auto Rickshaw charges at the rate of Rs. 8/- per Km. shall be paid. For out-station journey, a daily allowance of Rs. 250/- shall be paid per person for Housekeeping helper while for all other categories a daily allowance of Rs. 350/- shall be paid per person. Daily allowance will be drawn for broken period of a “Day” i.e. 30% for absence from HQ of less than 6 Hrs, 70% for absence from HQ of 6 hours and more but less than 12 hours and 100% for absence of 12 hours & above. If there is night stay at out station other than Delhi/Mumbai Rs. 200/- shall be paid extra for Housekeeping helper and Rs. 350/- for others. In case of night stay at Delhi/Mumbai Rs. 300/- & Rs. 500/- shall be paid extra respectively.

## **5.9 PAYMENT SCHEDULE**

- 5.9.1 Payments will be made monthly by the APM/Fin. nominated by the DFCCIL, as per the accepted rates terms and conditions.
- 5.9.2 On Account Payment
- a) The Manpower Services Provider shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.
  - b) The Manpower Services Provider shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets. Along with the above, the Manpower Services Provider will submit documentary proof to the satisfaction of DFCCIL, Bank Account of hired manpower / deploy staff and having deposited the required statutory amount towards salary, EPF (Employer & Employees contribution) and ESI (Employer & Employees contribution) in the account with appropriate authority, of each person deployed respectively for the month/months for which the on-account bills having being submitted. Without having submitted this proof, the on-account bill will not be processed and no payment will be made to the Contractor. Contractor.
- 5.9.3 After preliminary scrutiny and certification and certification by DFCCIL payment of the certified amount shall be made as early as possible by the APM/Fin. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Manpower Services Provider.
- 5.9.4 Pay after preliminary scrutiny and certification and certification by DFCCIL payment of the certified amount shall be made as early as possible by the APM/Fin. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Manpower Services Provider.

## **5.10 PAYMENT TO THE STAFF DEPLOYED:**

- 5.10.1 All staff deployed should have the saving bank account and the Manpower Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month.

## 5.11 PENALTY - PENALTY FOR AN AMOUNT OF RS. 500 TO RS.2000

5.11.1 Depending on the nature of unsatisfactory service, Penalty will be deducted from the due amount in the following conditions:

- a) Absence of staff;
- b) Any undisciplined behavior by the staff;
- c) Discourteous behavior towards any officer or staff of DFCCIL/Railway;
- d) Not carrying out the duties listed in the scope of work in a satisfactory manner;
- e) Damage or stealing of any asset or property of DFCCIL/Railway or officers and staff of DFCCIL/Railway;
- f) Penalty for some of the breaches in services will be as follows:

Type of Breaches	Amount (Rs.) of Penalty
Staff not in proper uniform	Rs. 50/- per staff per day
Staff turns up late	Rs. 50/- per staff per hour
Failure in cleaning Officers' chambers	Rs. 100/- per room per day
Failure in cleaning Work Stations	Rs. 50/- per workstation per day
Failure to provide replacement within time frame	Rs.100/- per day



**FINANCIAL-PROPOSAL****Schedule of Quantities (Schedule-I)**

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

Category	Unit	Gross Salary (Rs.)	Quantity ( Nos)	Amount for 01 month ( Rs )	Amount for 12 month ( Rs )
<b>Office Assistance Cum Computer Operator (Two year Experience)</b>	Per Man month	13500.00	8	108000	1296000
<b>Auto CAD Operator</b>	Per Man month	18500.00	3	55500	666000
<b>House Keeping Helper/Office Attendant</b>	Per Man month	11968.00	2	23936	287232
TOTAL AMOUNT for 12 Month (Rs.)					22,49,232/-
<b>Total Rs. Twenty Two Lakhs, Forty Nine Thousands, Two Hundred and Thirty Two only.</b>					

<b>Service Charge in term of percentage (%) above only (To be quoted by Tenderer)</b>	In Figure .....%
	In words .....%

1. Tenderer(s)'s have to quote the commission/ service charges in terms of percentage (%) in the respective column. The offer should be quoted both in figure and words.
2. All figures quoted in the respective column should be covered with a transparent adhesive tape.
3. Service tax, as applicable, is reimbursable to the agency after submission of documentary proof regarding depositing the amount to concerned department.
4. Salary to Staff is inclusive of Minimum Wages (including DA).
5. **Offers wherein percentage is not quoted correctly in figure and in words OR taxes/other additions are quoted separately instead of including in overall percentage quoted.....will be summarily rejected.**
6. **One or Two posts of Auto Cad operators may be operated at Western Railway Head Quarter (Mumbai)**
7. **In the event of receiving same rates from two or more bidders, the rate quoted by bidder having higher contractual receipts in last three financial year and in current financial year, duly certified by Chartered Accountant, will be given preference.**

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

(Seal &amp; Signature of Tenderer(s))

## **Eligibility Condition for Various categories of outsourced staff**

### **1. Office Assistance cum Computer Operator:**

- 1) Graduation OR three years Diploma in Office Management
- 2) Knowledge of Typing (with minimum Typing Speed of 40 wpm in English, Hindi and Gujarati)
- 3) Thorough knowledge of MS Office (Word, Excel and Power Point)
- 4) English and Gujarati Transcription on Computer (min. 50 words per minute)
- 5) Minimum two years experience in respective field.

### **2. Auto CAD Operator:**

- 1) Diploma in Civil Engineering
- 2) Certificate in Auto CAD Operation
- 3) Minimum two years experience in respective field.

### **3. House Keeping Helper/Office Attendant**

- 1) 8<sup>th</sup> Pass Minimum.

### **4. Executive Assistant**

- 1) Graduation OR three years Diploma in Office Management
- 2) Knowledge of Typing (with minimum Typing Speed of 40 wpm in English, Hindi and English)
- 3) Thorough knowledge of MS (Word, Excel and Power Point)
- 4) English and Hindi Transcription on Computer (min. 50 words per minute)
- 5) Minimum two years experience in respective field.

Note: The Manpower Service Provider will provide **outsourced manpower young as far as possible and fit in all respect to perform assigned duties**. Moreover the age limit of the out sourced manpower deployed by the agency shall not exceed 65 years in any case

**LEAVE RULES**

**1. Casual Leave:**

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

**2. Privilege Leave:**

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

**ANNEXURE - IV**

<b>TENDERER(S)'S GENERAL INFORMATION</b>		<b>PROOF ATTACHED AT PAGE</b>
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.		
5. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.		
6. Bank A/C No of Firm with RTGS code for electronic clearance of the payment		
7. Telephone Number		
8. E-mail address & Web Site		
9. Telefax Number		
10. ISO Certification, if any {If yes, please furnish details}		
11. Pan No:		
12. PF / EPF Registration No:		
13. Service Tax Registration No:		
<p>1. The information furnished above shall be supported by authentic documents including registration number of the firm.</p> <p>2. The copies of documents submitted shall be duly attested by a Gazetted officer.</p>		
Signature of the Tenderer/s: -		

**ANNEXURE – V**

**Self Certificate**

- a. I/We have downloaded the tender form from the internet site www.dfcc.in and www.dfccil.org. and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
  
- b. I/we are submitting a demand draft No..... dated .....issued by .....or original money receipt No ..... deposited with .....station for Rs.. ..... towards the cost of tender form.
  
- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

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

**(The Bank Guarantee(BGs) to be submitted by the suppliers/ contractors should be sent directly to "Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002" by the issuing Bank under Registered Post A. D.).**

To.  
Chief Project Manager;  
DFCCIL;  
First Floor Old DRM Office,  
Kalupur, Ahmedabad-380 002

In consideration of the Chief Project Manager; DFCCIL (hereinafter called " DFCCIL") having agreed to accept from.....hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated.....made between.....and.....(hereinafter called "the said Agreement")the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....Rupees.....only).

We, .....(indicate the name of the Bank hereinafter referred to as "the Bank") at the request of .....contractor/s do hereby under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We.....indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
2. We under take to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no .....against us for making such payment.
3. We, .....(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/ Warrantee

Tender No. "DFCC/ADI/Manpower Hiring/01/2016-17"

Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till .....office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall discharge from all liability under this guarantee thereafter.

4. We, .....(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We, .....(indicate the name of Bank) .....undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated this .....day of.....2016

For. \_\_\_\_\_

(Indicate the name of the Bank)

Signature of Tenderer(s)

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL**

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER :

1.....

2.....

3.....

AND SO ON .....

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S)/TENDERER(S)S IN 1,2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)/TENDERER(S)S









**END  
OF DOCUMENT**