



## Dedicated Freight Corridor Corporation of India Ltd.

**Name of Work: - Invitation of Open Tenders for “Providing Services of Office Security at Office and Camp Office and Caretakers at Rest Houses in the jurisdiction of CPM/DFCCIL/KKK.”**

**Tender No. KKK/EN/Security/2012-13/01**

**Open Tender**

## **BID DOCUMENT**

**Dedicated Freight Corridor Corporation of India Limited  
(A PSU under Ministry of Railways)**

18/N, Block A, New Alipore, Kolkata - 700053

(Telefax: 033-23973937)

**Tender No. KKK/EN/Security/2012-13/01**

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**Dedicated Freight Corridor Corporation of India Limited**  
**(A PSU under Ministry of Railways)**

Dedicated Freight Corridor Corporation of India Ltd.  
18/N, Block A, New Alipore, Kolkata - 700053

To,

Chief Project Manager  
Dedicated Freight Corridor Corporation of India Ltd.  
(A PSU under Ministry of Railways)  
18/N, Block A, New Alipore,  
Kolkata - 700053

Ref: **Tender No. KKK/EN/Security/2012-13/01**

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open 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 Bid Document. I/We also agree to abide 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.

2. A sum of **Rs.11,040/- (Rupees Eleven Thousand Forty Only)** 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) 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

ii) I/We do not commence the work within 10 days after receipt of orders to that effect.

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 Tenderers

Contractor's Address

Signature of Witness

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## Section 1.

### Invitation for Bids (IFB)

Dear Sir,

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Chief Project Manager, DFCCIL, Kolkata for and on behalf of DFCCIL invites  
Open Tender for undertaking the work of:- **Invitation of Open Tenders  
for “Providing Services of Office Security at Office and Camp Office and  
Caretakers at Rest Houses in the jurisdiction of CPM/DFCCIL/KKK.”**

#### DETAILS OF BID DOCUMENT

- 2.1 Bidding documents:** Cost of the bid document is Rs. 2,000/- (Rs. Two thousand only). Interested bidders may collect the bidding documents from the address given in para 3.2 below during office working hours between **03-04-2012 to 16-04-2012 and upto 16.00 hrs on 17-04-2012** by paying the cost of the bid document i.e. Rs 2,000.
- 2.2** Bid document can be also be downloaded from the website **www.dfccil.org** or **www.dfcc.in**. Bidders submitting their offers on the bid document downloaded from the internet should enclose a demand draft / bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank, in favour of DFCCIL, payable at New Delhi amounting to Rs. 2,000 towards the cost of the bid document along with the offer, failing which their tender shall be liable to be rejected. **Tenderer should submit separate demand draft/bankers cheque of Rs. 2,000 for the cost of bid document.**
- 2.3** Bids must be accompanied by a **Earnest money deposit of Rs.11,040/- (Rupees Eleven Thousand Forty Only)** by a crossed Demand Draft/fixed deposit receipt/ Bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India, in favour of DFCCIL, Payable at New Delhi. Bids received without earnest money shall be summarily rejected.
- 2.4** Eligible Bidders: A Bidder may be a person, private entity or public sector Undertaking. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 3.0 Submission of bids:**
- 3.1 Date and time:- upto 1400 hrs. on 18-04-2012**

**3.2 Venue:** - O/o Chief project Manager, Dedicated Freight Corridor Corporation of India Limited (A PSU under Ministry of Railways), 18/N, Block A, New Alipore, Kolkata - 700053  
(Ph. & Fax No. 033-23973938)

**3.3 Time for opening of offer:** - 1500 hrs. on 18-04-2012. If the date of opening is declared as holiday then the tender shall be accepted upto 14.00 hrs of the next working day and the same will be opened at 15.00 hrs on the same day i.e. next working day.

**3.4 Address for Communication:** Interested Bidders may obtain further information from the address given below.

Chief Project Manager,  
Dedicated Freight Corridor Corporation of India Limited,  
(A PSU under Ministry of Railways),  
18/N, Block A, New Alipore, Kolkata – 700053  
(Ph. & Fax No. 033-23973938)

#### **4.0 GENERAL**

**4.1** Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.

**4.2** No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.

#### **4.3 Validity of the Bid**

The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity/extended validity.

### **5.0 TENDERING PROCEDURE**

#### **5.1 Procedure for Submission of Bid**

This is a single stage one packet system of tendering

Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope. The price bid should be filled in the Schedule of Quantities of the bid document.

On the outer envelope should contain brief description of the tender should be clearly written such as:

Tender No.  
Name of work  
Date & Time of opening of tender  
Name & Address of tenderer

## **5.2 Envelope / Packet should contain following documents**

- i) Forwarding Letter given in the Bid document.
- ii) DD or Bankers Cheque towards the cost of Blank tender document in case of bid document downloaded from internet.
- iii) Bid Security Deposit in the approved form as per para 2.3 above.
- iv) Power of Attorney of authorized person who signed the bid.
- v) General Information of the bidders in Annexure **T-1**.
- vi) A list of works completed in last three years i.e., Current year and the last three financial years in Annexure **T-2**
- vii) A list of similar work in hand in the format as in Annexure **T-3**
- viii) Notarized Documents in support of information submitted.
- ix) The price bid in the schedule of quantities.

## **5.4 Bid Opening**

The Employer shall conduct the opening of bids in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in Para 3.3 above.

**5.5** All envelopes holding the bids shall be opened one at a time, and the following read out and recorded:

- The name of the Bidder;
- The presence of a Bid Security; and
- Any other details as the Employer may consider appropriate

**5.6** Late and delayed tender will be summarily rejected.

**5.7** The Employer shall prepare a record of the opening of bids that shall include, as a minimum: the name of the Bidder, the financial offer and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

**5.8** Earnest money of the unsuccessful bidders will be refunded seven days after issue of work order to the successful bidder on receipt of written request made by the unsuccessful bidders. No interest will be payable on this amount.

## **6.0 Time Schedule**

The total time for completion of work shall be of 12 (twelve) months from date of issue of Letter of acceptance.

**7.0 Rate:** - The contractor / bidder must quote a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule in consideration, uniformly.**

**8.0** Tenderers are requested to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

**9.0 Earnest Money is liable to be forfeited in case of the following:**

- i) On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
- ii) On refusal to accept the work order after award of contract.
- iii) If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

**Chief Project Manager  
For and on behalf of DFCCIL**

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## Section 2

### Instructions to Tenders / Bidders (ITB)

1. **Cost of Bidding:-** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. **Language of Bid:-** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
4. **Currencies of Bid and Payment:-** The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
5. **Period of Validity of Bids:-** Bids shall be valid for a minimum period of 90 days from the date of opening of the tender. A bid valid for a shorter period shall be rejected by the employer as non responsive.
6. **Format and Signing of Bid:-** Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
7. **Deadline for Submission of Bids:-** Bids must be received by the Employer at the address and no later than the date and time indicated in the Bid document.
8. **Late Bids:-** The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.
9. **Signing of Contract:-** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a letter of acceptance. In response the successful bidder should sign the contract agreement (**Annexure II**) within Seven days from the date of issue of acceptance letter.
11. **Corrupt Practices:** - The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
12. **Security Deposit:-** The SD will be equal to 5% of contract value. The earnest money of the successful bidder will be converted into initial SD. Balance SD, shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of SD as per contract value.
13. **Price variation clause is not applicable for this contract**



### Section 3

#### Bid Data Sheet

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section I & 2 –IFB & ITB.

1 Bid Number: **Tender No. KKK/EN/Security/2012-13/01**

2 The Employer: **Dedicated Freight Corridor Corporation of India Ltd, NEW DELHI**

3 Name of work :

**Open Tenders for - “ Providing Services of Office Security at Office and Camp Office and Caretakers at Rest Houses in the jurisdiction of CPM/DFCCIL/KKK.”**

4 The Bidder should submit along with the bid, a bid security of **Rs.11,040/- (Rupees Eleven Thousand Forty Only)**

5 **TYPE of TENDER:** Open tender, One packet system.

6 The bid validity period shall be **90 (Ninety days)**.

7 **For the purposes of bid submission only, the Employer’s address is:**  
**Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd.,**  
18/N, Block A, New Alipore, Kolkata - 700053.

Time & Date of submission of Bid: **Upto 14.00 Hrs on 18-04-2012.**

8 **The bid opening shall take place at:**

**Chief Project Manager Office, Dedicated Freight Corridor Corporation of India Ltd.,**  
18/N, Block A, New Alipore, Kolkata - 700053  
**Time & Date of Opening of Bid : 15.00 Hrs. on 18-04-2012.**

9 **Penalty Clauses : Detailed in Paras : 10 & 11 of GCC Section 4**

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0 **Security Deposit : Detailed in Para 2 of GCC Section 4**

## Section 4

### GENERAL CONDITIONS OF CONTRACT

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

In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The 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.

#### 1. **DEFINITIONS**

Unless excluded by or repugnant to the context:

- a) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means "Dedicated Freight corridor Corporation of India Ltd."
- c) The expression "Department" as used in the tender papers shall mean "Dedicated Freight corridor Corporation of India Ltd."
- d) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- e) The "Contract" shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- f) The "Contractor" 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.
- g) The "Contract sum"/"Contract price" shall mean the sum for which the tender is accepted.
- h) 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.
- i) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

- j) A “month” shall mean a calendar month.
- k) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- l) “Excepted Risks” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- m) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

## **2. SECURITY DEPOSIT**

- 2.1 The security deposit will be equal to **5%** of the value of the contract. The Bid Security of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.
- 2.2 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 120 days of the satisfactory completion of the work.

## **3. SECURITY TO ENSURE TIMELY PAYMENT OF REMUNARATION / FEES PAYABLE TO OUTSOURCED PERSONS**

- 3.1 The Contractor will ensure that before raising the bill on DFCCIL for the services rendered, the outsourced persons are paid on or before the 3rd day of the following month and a proof of payment shall be annexed to the monthly bill. Alternatively, the Manpower Service Provider can claim the fee payable before its actual payment to temporary/ outsourced persons, provided the agency furnishes a Bank Guarantee in favour of DFCCIL issued by nationalized bank equivalent to 50% of the average monthly billing on DFCCIL for the services rendered by temporary/outsourced persons or for an amount of Rs.20,000/- whichever is higher.
- 3.2 Bank guarantee is required to be furnished as per proforma given in Annexure – III. If the contractor opts for submission of Bank Guarantee, the same should be deposited within 15 days of the issue of Work Order.
- 3.3 **Release of Performance guarantee:** Performance bank guarantee, deposited by the tendered in terms of para 3.1 above shall be released after successful completion of work after the observance of the following stipulations:
  - a. DOC (original / extended) is over
  - b. Work completed satisfactorily
  - c. No payment due to any outsourced staff engaged by the contractor.
  - d. Payment of all statutory taxes made by the contractor
  - e. No Claim certificate issued by the contractor.

#### **4. WORKMEN**

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

#### **5.0 LAWS AND REGULATIONS :**

##### **Governing Law:**

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

#### **6.0 INCOME TAX**

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

#### **7.0 SERVICE TAX**

Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.

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

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, octroi and other Government taxes **except service tax**. The service tax will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. 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.

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

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. 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/bidding contractor should bear the above fact in mind.

**10.0 DELAY AND EXTENSION OF CONTRACT PERIOD/LIQUIDATED DAMAGES**

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

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

**10.3 Extension due to modifications**

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

**10.4 Delays not due to Employer**

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

- a. Any force majeure event referred to in Clause 20.0 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

**10.5. Delays due to Employer/Engineer**

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

**10.6 Delays due to Firm/Contractor and Liquidated Damages**

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

- a. Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.

- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be. The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

**10.7 Engineer's decision on compensation payable being final**

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

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

**11. DETERMINATION OF CONTRACT DUE TO FIRM/ CONTRACTOR'S DEFAULT**

**11.1 Conditions leading to determination of' contract**

**i. 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 Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. Fails to take steps to employ competent and / or additional staff and labour, or
- j. 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 Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the Employer 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 Engineer, the Employer 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).

**ii. In such a case of termination, the Employer / Engineer may adopt the following course**

Carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of technical staff at site.

**11.2. DETERMINATION OF CONTRACT ON EMPLOYER/ ENGINEER'S ACCOUNT**

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's 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 Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of determination of contract on Employer / Engineer's 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 Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

**12.0 LABOUR RULES**

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 regulations pertaining to payment of Minimum Wages Act as notified by C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

**13.0 FORCE MAJEURE**

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any

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financial repercussions.

#### **14.0 SETTLEMENT OF DISPUTES**

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

##### **14.1 Mutual Settlement**

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

##### **14.2 Conciliation/Arbitration**

**14.2.1** 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.

**14.2.2** If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director 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, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

**14.2.3** 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 Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.

**14.2.4** In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor 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.

**14.2.5** 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



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the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

**14.2.6** The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

**14.2.7** The conciliation/arbitration proceedings shall be held at a place decided by Conciliator/Arbitrator.

**14.2.8** 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 Contractor.

**14.3 Settlement through Court**

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 14.1 and 14.2.

**14.4 Suspension of work**

The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Contractor shall continue to be made in terms of the contract.

**14.5 Award to be binding on all parties**

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

**14.6 Exception**

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.

**14.7 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi only.

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## Section 5

### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

#### 1. INTRODUCTION

It is proposed to invite Open Tender for “ **Providing Services of Office Security at Office and Camp Office and Caretakers at Rest Houses in the jurisdiction of CPM/DFCCIL/KKK.**”

#### 2. TERMS & CONDITIONS

- a) The contractor shall, if and when so requested by DFCCIL, will provide the stated services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates.
- b) It shall be the responsibility of the contractor to verify the character and antecedents of the hired staff. DFCCIL reserves the right to verify and check the character and antecedents 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 character and antecedents, the contractor will have to terminate the service of such staff Immediately and shall provide suitable replacement within 7 days time.
- c) If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 3 days to the contractor to take necessary action to improve the performance of hired staff and if the performance does not improve even after 3 days of such communication, the Contractor shall provide a replacement acceptable to DFCCIL within 7 days time.
- d) The engagement of contractor shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the contractor are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- e) The contractor shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the contractor, such action should be taken only with approval of DFCCIL.
- f) Services are required at DFCCIL camp office/rest houses **in Kolkata & Burdwan**. However, the services of hired staff through ‘The Agency’ are liable to be transferred anywhere in the jurisdiction of the field office, from one job to another, one department to another and one branch to another without any extra remuneration depending on the exigencies of the work.

- l) The Agency shall ensure that the staff deployed should be in neat and clean uniform/dress. They should be in good health, punctual, honest and well behaved. The Agency will be responsible for ensuring good conduct on the part of persons deployed. The person once engaged and is working satisfactorily will not be substituted/replaced intermittently without permission of competent authority of DFCCIL.
- m) By virtue of the services with the DFCCIL, the agency and the staff hired through the agency will come in possession of certain information and secrets related to DFCCIL which shall not be divulged to any organization or individual. The AGENCY shall ensure that complete confidentiality is maintained by it and all its staff hired by DFCCIL with regard to all information relating to DFCCIL, its premises, clients, business, assets, affairs and employees. Neither the AGENCY nor its persons shall any time divulge or make known to any third party any trust, accounts, matters or transactions whatsoever any information pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- n) It will be the responsibility of the contractor to ensure that the staff hired through the agency shall at all-time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credit and prestige of DFCCIL. It shall be the responsibility of the contractor to get the character and antecedents of the staff verified before their induction. The contractor must furnish proof of such verification as and when demanded by DFCCIL.
- o) Persons suffering from contagious or infectious diseases shall not be deployed or permitted to work in the DFCCIL premises. If the person deployed contract or develops any such disease during the currency of the contract, The Agency may be asked by the DFCCIL to replace such person by another suitable person. No extra charge for such replacement to be done by the contractor forthwith, shall however, be payable.
- p) DFCCIL may at its discretion award/reward efficient staff hired through the agency directly at any time.
- q) The staff deployed can be head quatered at place other than Kolkata falling within the jurisdiction of CPM/Kolkata unit. Nothing extra shall be paid on this account.
- s) In case of difference of opinion regarding interpretation of any clause, the decision of CPM/DFCCIL shall be final and binding.

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**3. Obligation of the Agency**

- a) The Agency will, for the purpose aforesaid continuously monitor the service being rendered by it to ensure that these are up to the standards required by DFCCIL.
- b) The Agency will comply with the statutory requirements, rules and regulation applicable to staff engaged by them and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- c) No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Agency. The Agency shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- d) The Agency shall obtain appropriate license under the contract labour (Regulation and Volition) 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 currency of this contract.

**4. Obligation of DFCCIL**

DFCCIL will, subject to compliance of this contract and all statutory requirement and the provision of services to its satisfaction by the Agency 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.

**5. Force Majeure**

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

**6. INDEMNITY**

The Agency 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 connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Agency or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or outside the premises including but not limited to any all claims by the hired staff.

## **7. Other terms and Conditions**

- a) 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.
- b) Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- c) Expiry or earlier termination of this contract will not prejudice any right of the parties that may have accrued period thereto.
- d) DFCCIL 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) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to 'The Agency's' account. 'The Agency' 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 for the purpose of carrying out the works of this contract.

The Agency should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safeguards against the recognized risks for his worker / staff. Any compensation to the staff because of accidents in their duties will be payable by 'The Agency' to his workers / dependents

- e) Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the staff deployed shall be made good by 'The Agency' at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from 'The Agency's' bill or through other means as per the law.
- f) DFCCIL Administration will provide no residential accommodation for any of the person deployed by 'The Agency'.

## **8. Detailed Scope of Work:**

The Details of scope of work is as follows-

### **A. Safety , Security, Watch & Ward Services**

- 1.1 To provide round the Clock safety, security, watch & ward services for the office cum Rest House of Dedicated Freight Corridor Corporation of India Limited Kolkata. Movement and maintenance of files, papers, drawing, within the office,

outside DFCCIL office including Railway and other offices at Kolkata and other places.

- 1.2 Locking & unlocking of rooms and premises.
- 1.3 To maintain the records of the visitors visiting the DFCCIL office.
- 1.4 Any other work assigned by DFCCIL in connection with smooth functioning of the office.

## **B. House Keeping Staff**

- 1.1 Cleaning of rooms, dusting of furniture and equipment in the entire office building.
- 1.2 Mopping of the floor of all rooms, corridors passages balconies etc with moist Cloth of two every day.
- 1.3 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 as per requirement.
- 1.4 Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL), cleaning of utensils used in the pantry etc.
- 1.5 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.
- 1.6 Horticulture activities such as maintenance of Gamla.
- 1.7 Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.
- 1.8 Delivering the dak/letter/papers and documents to various Government/non governmental offices in Kolkata. For local movement, contractor shall provide at least one bi-cycle at his cost.
- 1.9 Any other work assigned by DFCCIL in connection with smooth functioning of the office.

## **11. TIME SCHEDULE**

Time allowed for the work is **twelve months** including mobilisation of Man Power and Machineries etc. at site, which shall be reckoned from the day of the issue of letter of acceptance by DFCCIL.

12. **QUANTITY VARIATION:-** Rates quoted in the schedule of items shall be valid for a variation of the quantities upto a maximum of (+/-)25% for each item. In case of variation in quantities beyond +25%, the rates for the additional quantities beyond +25%, variation shall be negotiated/ decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

## **13. RATES**

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

- 13.2 All statutory taxes (Except Service Tax) and liabilities levied/liveable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all liabilities.
- 13.3 Service Tax, as admissible shall be paid extra on submission of proof of depositing the same to concerned Govt. Authority.

**14. On Account Payment**

- 14.1 The Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.
- 14.2 The Contractor shall submit the on account bills, by the date stipulated by the DFCCIL, supported with pay sheets.
- 14.3 After preliminary scrutiny and certification and certification by DFCCIL, payment of the certified amount shall be made. The amount certified shall account for all deductions, including statutory deduction, recoveries for advances and any amount due from the Manpower Services Provider.

**15. PAYMENT TO THE STAFF DEPLOYED**

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

**ANNEXURE – I****SECTION-6****Schedule of Quantities**

<b>Sl. No.</b>	<b>Description of work</b>	<b>Number per Month</b>	<b>Rate per month (In Rupees)</b>	<b>Amount for one year (In Rupees)</b>
1.	Providing round the clock safety, security, watch & ward services in the office of DFCCIL's Kolkata office.	<b>One job</b>	<b>17,500/-</b>	<b>2,10,000/-</b>
2.	Providing round the clock safety, security, watch & ward services in the Camp office at Burdwan Camp office at Burdwan.	<b>One job</b>	<b>17,500/-</b>	<b>2,10,000/-</b>
3	Provision of rendering services of Housekeeping in the DFCCIL Rest House at Kolkata.	<b>2(Two)</b>	<b>5,500/-</b>	<b>1,32,000/-</b>

**TOTAL= 5, 52,000/-**



**RATE SHEET**

**In figure:- ----- % above/at par / or below**

**In words:- ----- % above/at par / or below**

1. The tenderer is required to quote the overall single percentage rate above / at par / or below.
2. The tenderer quoting the rates for individual items will be disqualified.
3. The tender is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in words shall prevail.

**(Seal & Signature of bidder)**

**BIDDER'S GENERAL INFORMATION**

1-1 Bidder Name:

1-2 Number of Years in Operation:

1-3 Registered Address:

1-4 Operation Address if different from above:

1-5 Telephone Number:

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site:

1-7 Telefax Number:

(Country Code) (Area Code) (Telephone Number)

ISO Certification, if any {If yes, please furnish details} :

1-8 Status of applicant (individual/proprietorship firm /partnership firm/private limited/society/autonomous bodies

(Attach documentary evidence)

Types of the service provided(Experience certificates to be attached)

1-9 Service Tax Registration No(Attach documentary evidence):

1-10 Pan No (Attach documentary evidence):

1.11 Other registration details under other applicable Labour Laws

(Attach documentary evidence)

1.12 Bank A/C No with Bank code for electronic clearance of the payment:

**(Seal & Signature of bidder)**

**ANNEXURE – T - 2**

**LIST OF SIMILAR WORKS COMPLETED IN THE LAST 3 YEARS**

Sl. No.	Description of work	Organization for whom the work has been done	Approximate value of the work at the time of award	Scheduled completion date	Date of actual completion & reason for delay	Final Value of the contract	Remarks

**Note: - Experience certificate from Govt. Organizations/PSUs/ Private Ltd. companies to be attached**

**(Seal & Signature of bidder)**

**ANNEXURE – T – 3**

**LIST OF SIMILAR WORKS ON HAND**

Sl. No.	Description of work	Organization for whom the work is executed	Approximate value of the contract at the time of award	Scheduled date of completion	Balance work to be done	Remarks

**Note :- Experience certificate from Govt. Organizations/PSUs/ Private Ltd. companies to be attached**

**(Seal & Signature of bidder)**

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between, Dedicated Freight Corridor Corporation of India Limited, (A PSU under Ministry of Railways), 18/N, Block A, New Alipore, Kolkata - 700053, acting through Chief project Manager (Project Head and name / address of the Project) (hereinafter called “the Employer / Engineer”) of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “Agency / Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Conditions of the Contract
  - e) Bill of Quantities
3. In consideration of the payments to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby convenants with the Employer to execute

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and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenant to pay the Agency in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

**ANNEXURE – III**

**PERFORMANCE BANK GUARANTEE (UNCONDITONAL)**

To

DFCCIL

Name & Address of project

[Acting through \_\_\_\_\_ (Project Incharge) & Address of the project]

WHEREAS \_\_\_\_\_ [name and address of Bidder](hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of contractor and brief description of works] (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a schedule bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waived the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ -- (a date 28 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_