



डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

Dedicated Freight Corridor Corporation of India Ltd.

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,)
Channi Jakat Naka, Vadodara – 390 024

SINGLE PACKET OPEN ONLINE E-TENDER

(PARTICIPATION THROUGH E-TENDER ONLY)

E-tendering site- <https://www.ireps.gov.in> / its link at www.dfccil.com

(Help desk of IREPS: 011 -23761525)

E-tender No.: "BRC/GEN/Security/2020-21/92"

NAME OF WORK: Engagement of manpower service provider for providing Round the Clock security for the office of Chief General Manager/ DFCCIL, Vadodara unit.

Approximate cost of work	Rs 2804470.00
Earnest money Deposit (EMD)	Rs 56100.00
Tender Fee/Cost of Tender Document	Rs 3540.00 (including 18% GST)
Completion period	Thirty-Six Months (36)
E-tender closing date and time	02.03.2021 at 14.00 hours
E-tender opening date and time	02.03.2021 at 15:00 hours

BID DOCUMENTS NOT TRANSFERABLE

Issued by : Chief General Manager,
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;
4th Floor, A Block, Narmada Nahar Bhavan,
(Sardar Sarovar Narmada Nigam Ltd. Office)
Chhani Jakat Naka, Vadodara – 390 024



E-tender No. "BRC/GEN/Security/2020-21/92"

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

Dedicated Freight Corridor Corporation of India Ltd.

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,)
Channi Jakat Naka, Vadodara - 390 024

E-TENDER DOCUMENT

E-tender No.: "BRC/GEN/Security/2020-21/92"

NAME OF WORK: Engagement of manpower service provider for providing Round the Clock security for the office of Chief General Manager/ DFCCIL, Vadodara unit.

INDEX

Sr. No.	Description	Page No.
1	Forwarding letter by e-tenderer	03
2	Instruction to bidders for Online bidding	04-06
3	Section-1: Notice Inviting E-tender	07-08
4	Section-2: Invitation for Bid (IFB)	9
5	Section-3: Information & Instruction TOE-tenderer(s)	10-17
6	Section-4: General Terms & Conditions of Contract	18-29
7	Section 5: Special Conditions of Contract	30-37
	Annexures	
	a) Annexure – I Financial Proposal	38
	b) Annexure – II Eligibility conditions	39
	c) Annexure – III Leave Rule	40
	d) Annexure – IV Form of Agreement	41-42
	e) Annexure – V General Information of tenderer	43
	f) Annexure – VI Self Certificate of Stamp Paper	44
	g) Annexure – VII Bank Guarantee for performance security	45-47
	h) Annexure – VIII Certificate for NO relative	48
	i) Annexure – IX Annual contractual turnover for the last three years	49
	j) Annexure – IX Check List	50



डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.
Dedicated Freight Corridor Corporation of India Ltd.
 (भारत सरकार का उपक्रम)
 (A Government of India Enterprise)
 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,)
 Channi Jakat Naka, Vadodara - 390 024

To,
 Chief General Manager
 DFCCIL,
 Vadodara

Forwarding letter by E-tenderer

E-tender No.: "BRC/GEN/Security/2020-21/92"

NAME OF WORK: Engagement of manpower service provider for providing Round the Clock security for the office of Chief General Manager/ DFCCIL, Vadodara unit.

1.	I/We have read the various condition of e-tender attached here with and hereby I/We agree to abide by the said conditions. I/we also agree to keep this e-tender open for acceptance for a period of 90 days from the date fixed for opening the same and if required, the period can be extended. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2.	A sum of Rs. 56100.00 (Rupees Fifty-Six Thousand One Hundred Only) has been forwarded as Earnest Money Deposit. The value of the earnest money deposit 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 issue of the acceptance letter by the DFCCIL Administration that such documents are ready. OR
	(ii) I/We do not commence the work within 15 days after receipt of orders to that effect.
3.	Until a formal agreement is prepared and executed acceptance of this e-tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Instruction to Tenderer for Online Tendering

General:-Submission of Online Tenders is mandatory for this Notice Inviting Tender. E – Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal E-tendering site <https://www.ireps.gov.in> / its link at www.dfccil.com (Help desk of IREPS: 011 - 23761525). Benefits to Suppliers / service providers are outlined on the Home page of the portal.

Instructions:-

1. Online Tendering Methodology:

Online Tender System

2. Broad outline of activities from Tenderer's perspective: -

- a) Procure a Digital Signing Certificate (DSC)-It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ("CA") to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.
- b) Register on Electronic Tendering System (ETS)-To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have User ID and Password.
- c) View Notice Inviting Tender (NIT) on www.ireps.gov.in.
- d) Download Official copy of Tender Documents on www.ireps.gov.in.
- e) Tender Submission on www.ireps.gov.in : Prepare & arrange all documents/papers for submission of Tender, tender fees & EMD deposit online.
- f) Attend Public Online Tender Opening Event (TOE) on ETS.

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

Note : Any tender received without Earnest Money and cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

3. Digital Certificate:

For integrity of data and its authenticity / non repudiation of electronic records and to be compliant with IT Act, 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (Refer <http://www.cca.gov.in>).

4. Registration:

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the IREPS (www.ireps.gov.in) and to have User ID and Password.

5. DFCCIL has decided to use process of E - Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold / accepted.

6. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are to be notified. It is the responsibility of the Tenderer who has downloaded the tender documents from the website to keep themselves abreast of such amendments and attach all the addendum/addenda/ corrigendum /corrigenda (if any) duly signed along with the submission of the tender documents.

7. DOCUMENTS ERQUIRED FOR ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATION AS PER TENDER: -

The Tenderer shall furnish, as part of his Tender document establishing the Tenderer's eligibility. All these documents should be numbered and should be signed by Tenderer in each page.

7.1 Tender fee and EMD have to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e-payment gateways to IREPS portal is Non-refundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date and time of submission of the tender otherwise the Bid will not be considered.

7.2 Tender documents (s) in original, duly filled in and signed by Tenderer or their Authorized representative along with seal on each page. All corrections and over writings must be initialed with date by the Tenderer or his authorized representative.

7.3 Copy of PAN card

7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.

7.5 In case of proprietorship firm Tenderer will submit and affidavit, attested by Notary Public that "I am a sole proprietor of the firm Tender No. "BRC/GEN/Security/2020-21/92 Sign. of Tenderer(s) For CGM/Vadodara _____" on Non judicial stamp paper of ₹ 300.00.

7.6 Tenderer's profile duly filled in as per Annexure -I of tender document.

7.7 Power of Attorney

7.8 Article of association and memorandum in case of private/public limited company.

7.9 Copy of E.P.F. registration.

7.10 Copy of ESI Certificate.

7.11 Copy of service tax registration no.

7.12 Certificate for no relative being an employee in DFCCIL.

Note:

- I. Any discrepancy found in the downloaded tender document submitted by the Tenderer compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the Tenderer) at any stage including, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the Tenderer.
- II. While submitting the Tender 'On Line' the Tenderer shall read the terms & conditions and accept the same in order to proceed further to submit their Tender.

8. The following 'FOUR KEY INSTRUCTIONS for TENDERERS' must be assiduously adhered to :

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- III. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
- IV. Submit your Tenders well in advance of tender submission deadline on ETS (DFCCIL should not be responsible any problem arising out of internet connectivity issues).

9. Method for submission of Tender documents In this TENDER:-

- i. The Tenderer has to participate in e-Tendering online. Payment of EMD & Tender Document fee in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission of tender otherwise the Bid will not be considered/shall be summarily rejected.

Note: Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).

The scanned copy of receipt of tender fees and EMD duly indicating UTR number is to be uploaded.

Note: The Tenderer has to upload the Signed Scanned copy of all above said documents during Online Tender submission also.

Other instructions:

For further instructions, the vendor should visit the portal (www.ireps.gov.in) and login to it and upload documents of Tender.

Important Note:

It is strongly recommended that all authorized users of Contractors/Vendors' organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

**Dedicated Freight Corridor Corporation of India Ltd.
(A PSU under Ministry of Railways.)
NOTICE INVITING E-TENDER**

E- Tender No. BRC/GEN/Security/2020-21/92"

1.0 Chief General Manager/Vadodara invites sealed E-Open Tender single packet system on behalf of DFCCIL for the work as under: -

1	E-tender No.	No. "BRC/GEN/Security/2020-21/92"
2	Name of work	Engagement of manpower service provider for providing Round the Clock security for the office of Chief General Manager/ DFCCIL, Vadodara unit.
3	Duration of Contract	Thirty-Six Months
4	Estimated Cost of work	Rs 2804470.00
5	Type of BID	Single packet open E-tender
6	Tender Fee / Cost of E-tender Document	Rs. 3,540.00 (including 18% GST), Payment of Tender Document fee in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission of tender otherwise the Bid will not be considered/shall be summarily rejected. Note: Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal). (Non Refundable)
7	EMD	Rs. 56100.00 Payment of EMD fee in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission of tender otherwise the Bid will not be considered/shall be summarily rejected. Note: Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).
8	Availability of Bid documents from	From 10:00 Hrs of 25.01.2021
9	Download bid document up to	13.45 hrs of 02.03.2021
10	Last date & time of online submission of Bid	Up to 14.00. hrs. On 02.03.2021
11	Date & time of online Opening of bid	15.00 hrs. On 02.03.2021
12	Validity of offer	90 (Ninety) days from the opening of e-tender

13	Address of Communication	Office of The Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd. Office), Chaani Jakat Naka, Vadodara-390 024
----	--------------------------	--

2. Payment of EMD & Tender Document fee in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission of tender otherwise the Bid will not be considered/shall be summarily rejected.

The Bank detail are:

UNION BANK OF INDIA,
 Branch: MOTI BAUGH – NEW DELHI
 A/c No. 310601010040591
 IFS CODE: UBIN0546836

Note: Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).

2.1 The Tenders are also available on company's website www.dfccil.com and as well as on Central Public Procurement portal website: www.eprocure.gov.in for viewing only.

No Tender document will be available offline. Downloading Tender documents online and uploading of tenders online is mandatory.

2.2 The contractor will be required to provide stipulated quantities of specified security staff for stipulated time duration to DFCCIL

Invitation for Bids (IFB)

Chief General Manager, DFCCIL, Vadodara, for and on behalf of DFCCIL, invite in single Packets Open E-Tender system from the eligible bidders:

1.0 Key Details of the E-tender are as Under:

Sr.No.	E-tender No.	No. "BRC/GEN/Security/2020-21/92"
1	Name of work	Name of Work :- Engagement of manpower service provider for providing Round the Clock security for the office of Chief General Manager/ DFCCIL, Vadodara unit..
2	Estimated Cost of work	Rs 2804470.00
3	Completion Period	Thirty Six Months
4	Tender Fee/Cost of E-tender Document	Rs. 3,540.00 (including 18% GST), Payable as per SECTION 1 para 2.0
5	Availability of E-tender document	From 10:00 Hrs of 25.01.2021 to 13.45 Hrs on 02.03.2021
6	Type of BID	Single packet open E-tender
7	Bid deposit / EMD	Rs. 56100.00 , Payable as per SECTION 1 para 2.0
8	Last date & time of online Submission of e-tender	Up to 14.00. hrs. On 02.03.2021
9	Date & time of online Opening of bid	15.00 hrs. On 02.03.2021
10	Validity of offer	90 (Ninety) days from the opening of e-tender
11	Address of communication	Office of The Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd. Office), Chhani Jakat Naka, Vadodara-390 024
12	E-Tendering Web site	www.ireps.gov.in , Tender notices are also available at DFCCIL website: www.dfccil.com as well as on Central Public Procurement portal website: www.eprocure.gov.in for viewing only. Any Corrigendum/addendum, if any, will be posted on above web site only.
13	Help Desk Number	www.ireps.gov.in For any help in connection with E-tendering & matter relating to Digital signature, please contact 'Help Desk' available on left Navigation Block of home page of the site https://www.ireps.gov.in . and phone No. 011-23761525

2.0 SCOPE OF WORK

2.1 The contractor will be required to provide stipulated quantities of specified security staff for stipulated time duration to DFCCIL.

SECTION: 3

Information and Instructions to Tenderer(s)

3.1 INFORMATION

- 3.1.1 E-Tender has been invited under 'single packet' system.
- 3.1.2 The Tenderer(s) can download the Tender document online from the website address www.ireps.gov.in/DFCCIL as per the timings mentioned in SECTION-I of the Tender document.
- 3.1.3 Tender documents are also available on the official web site of www.dfccil.com and as well as on Central Public Procurement portal website :www.eprocure.gov.in as mentioned at sub-clause 12 of section-2 of the tender document.
- 3.1.4 Payment of EMD & Tender Document fee in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission of tender otherwise the Bid will not be considered/shall be summarily rejected.
- 3.1.5 The entire Tender document shall be scan & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamped. Tender document shall be accompanied the copy of Tender Fee and Tender deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; document in support of the of the Tenderer(s)/ all the documents as mentioned in CHECK LIST.
- 3.1.6 All Tenders shall be uploaded in accordance with the instruction contained in these documents. Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.7 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.
- 3.1.8 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).
- 3.1.9 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.

- 3.1.10 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.
- 3.1.11 While quoting the online rates in Tender sheet provided on website www.ireps.gov.in tender(S) are expected to take into account the requirements and conditions of the tender documents.
- 3.1.12 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 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.
- 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 "Online"

- I. Tender No:- as mentioned in NIT in SECTION-I of the tender document.
- II. Name of the work:- as mentioned in NIT in SECTION-I of the tender document.

3.2.2 Venue of submission of tender:- No Tender will be accepted /received offline or in any office.

3.2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in Section-I of the Tender document.

3.2.4 Payment of EMD & Tender Document fee in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time mentioned as in NIT Sr. No. 10 of Section-I of the tender document, otherwise the Tender will not be considered / shall be summarily rejected.

3.3 TENDER OPENING

3.3.1 Date and Time of opening of the tender: - As indicated in Clause 2.2 Sr. 9 of tender document.

3.3.2 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.

3.3.3 If the date of opening is declared as holiday OR any unforeseen circumstances OR administrative reason, then the tender shall be opened on next working day and the same time.

3.3.4 On the date specified in the tender notice, the rates of all tenders will be available on line.

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 On line issuance of Tender documents do 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 SI 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 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 Payment of Tender Document fee in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission of tender. The scanned copy of the same is to be uploaded online along with tender document. The bank details has been provided at para 2 of Section 1.
- 3.6.2 Offers without valid Tender fee/EMD will be summarily rejected.
- 3.6.3 All Micro and Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum shall be given all benefits towards Tender Fee in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016.

The bidders who fail to submit Udyog Aadhar Memorandum (UAM) number shall not be able the benefits available to MSEs as contained in public procurement policy for MSEs order 2012 issued by MSME and as per Corporate office, DFCCIL letter No. HQ/GGM/Admin/MSME dated 28.03.2018.

3.7 EARNEST MONEY

- 3.7.1 Payment of EMD in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission. The bank details has been provided at para 2 of Section 1.
- 3.7.2 The Tenders without valid Tender fee/EMD will 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.
- 3.7.6 All Micro and Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum shall be given all benefits towards Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016

The bidders who fail to submit Udyog Aadhar Memorandum (UAM) number shall not be able the benefits available to MSEs as contained in public procurement policy for MSEs order 2012 issued by MSME and as per Corporate office, DFCCIL letter No. HQ/GGM/Admin/MSME dated 28.03.2018.

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 4.14.1 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-V).
- 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.
- I. As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
 - II. As a Partner or Partners of the firm; or
 - III. 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 General Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block, Narmada Naher Bhavan (Sardar Sarovar Narmada Nigam Ltd. Office), Chhani Jakat Naka, Vadodara-390 024.

- 3.9.4 In person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the 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 on online.
- 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 DFCCIL.

3.14 TENDER DOCUMENTS ARE NOT TRANSFERABLE.

3.15 JOINT VENTURE (JV) FIRMS ARE NOT ALLOWED TO PARTICIPATE IN THIS TENDER

3.16 CONFIDENTIALITY

- 3.16.1 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.

3.17 CHECK LIST

- 3.17.1 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.

GENERAL CONDITIONS OF CONTRACT

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

In case of any deviation between conditions of contract and any other special condition & specifications of contract of this e-tender document, the special condition & specifications of contract of this e-tender document shall prevail. The e-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 e-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 e-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 e-tender, the sealed quotation and the e-tender documents including the e-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/ E-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 e-tender is accepted.
- 4.1.6 The "Contract time" means period specified in the e-tender document for entire execution of contracted works from the date of commencement of work as per Letter of Acceptance.
- 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 "Data Sheet" means such part of the Instructions to E-tenderer(s) used to reflect specific assignment conditions.
- 4.1.12 "Day" means calendar day
- 4.1.13 "Government" means the Government of India.
- 4.1.14 "Personnel" means professionals and support staff provided by the Contractor(s)/E-tenderer(s) and assigned to perform the Services or any part thereof
- 4.1.15 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country
- 4.1.16 "Proposal" means the Technical Proposal and the Financial Proposal
- 4.1.17 "Services" means the work to be performed by the E-tenderer(s) pursuant to the Contract
- 4.1.18 "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.
- 4.1.19 "Excepted Risks" are risks due to riots (other wise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.20 "GCC" mean the General Conditions of Contract
- 4.1.21 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the E-tender.
- 4.1.22 "Local currency" means the currency of Government of India.

4.2 GENERAL INFORMATION

- 4.2.1 The E-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, E-tenderer(s) are encouraged to pay a visit to the office of CGM/DFCCIL/Vadodara before submitting the Proposal.
- 4.2.2 E-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 E-tenderer(s).
- 4.2.3 The Client requires that E-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.
- 4.2.4 A E-tenderer(s) (including its Personnel and Sub-E-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 E-tenderer(s) to be executed for the same or for another Client.
- 4.2.5 It is the DFCCIL's policy that the E-tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:

4.2.5.1 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 E-tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- 4.a. "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 E-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 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
 - d. E-tenderer(s), their Sub-E-tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the E-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 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 E-TENDERS:-

4.8.1 Before submitting a e-tender, the E-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 e-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 DFCCIL.

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH E-TENDER: -

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

4.10 MISSIONS & DISCREPANCIES: -

4.10.1 Should a E-tenderer(s) find discrepancies in or omissions in the E-tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting e-tenders who may send a written instruction to all e-tenders. It shall be understood that every endeavour has been made to avoid any error which can materially effect the basis of the e-tender and the successful E-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 E-tender shall clearly specify whether the e-tender is submitted on his own behalf or on behalf of partnership concern. If the e-tender is submitted on behalf of partnership concern, E-tenderer(s) shall submit the certified copy of partnership

deed along with the e-tender and authorization to sign the e-tender documents on behalf of partnership concern. If these documents are not enclosed along with e-tender documents, the E-tender will be treated as having been submitted by individual signing the e-tender documents. DFCCIL will not be bound by any Power of Attorney granted by the E-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.)

- a) On acceptance of e-tender the successful e-tenderer 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, Vadodara. 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 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% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. **In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-e-tender for that work.**
- b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".
- d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the e-tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the e-tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- e) The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any other provisions in the contract agreement) in the event of:-
 - i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.

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

4.13 SECURITY DEPOSIT

- 4.13.1 The Earnest Money deposited by the Contractor with his e-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 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:
- 4.13.3 Security Deposit for each work shall be 5% of the contract value
- 4.13.4 The rate of recovery shall be at the rate of 10% of the bill amount to be recovered from the first bill till the full security deposit is recovered,
- 4.13.5 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.
- 4.13.6 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.
- 4.13.7 No interest will be payable upon the Earnest Money deposit and Security Deposit or any other amounts payable to the Contractor under the Contract.

4.14 E-TENDERER(S)'S CREDENTIAL: -

4.14.1 THE E-TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:

1	a) Registration for ESI, EPF, GST, PAN number, valid License issued by Labor (Regulation and Abolition) Act 1970,	a) Valid Registration certificates and documents are to be enclosed. E-tender document received without valid document/ certificate/ enclosures May be rejected.
	(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 e-tender there has not been any work cancelled against them for poor performance.	b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-VI of the bid document. E-tender document received without valid document/ Affidavit may be rejected.
2	The contractor shall have valid license for providing private Security in Gujarat State issued by Controlling Authority & Inspector General of police (Law and Order)Gujarat State or valid empanelment letter issued by DGR, Govt. of India, Ministry of Defence, New Delhi.	Valid license and documents are to be enclosed. E-tender document received without valid license document/ certificate/ enclosures may be rejected.

4.14.2 E-tenderer(s) shall submit along with the e-tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the E-tender notice & E-tender conditions.

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 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 SECURITY GAURD.

The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the services rendered by security guard 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 DE TRMINATION

- 4.21.1 Contract shall be commenced as per the date of commencement of the work mentioned in the Letter of Acceptance.
- 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 DE TRMINATION 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 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 DE TRMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DE TRMINATION OF CONTRACT

- 4.22.1 **If the Firm/Contractor:-**
- 4.22.2 Becomes bankrupt or insolvent, or,
- 4.22.3 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
- 4.22.4 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
- 4.22.5 has execution levied on his goods or property or the works, or
- 4.22.6 assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- 4.22.7 abandons the contract, or
- 4.22.8 persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- 4.22.9 fails to take steps to employ competent and / or additional staff and labour, or
- 4.22.10 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
- 4.22.11 Suppresses or gives wrong information while submitting the e-tender.
- 4.22.12 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).

4.23 DETERMINATION OF CONTRACT ON DFCCIL ACCOUNT

4.23.1 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 DE TRMINATION and reasons therefore, shall be conclusive evidence thereof. In case of DE TRMINATION 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 DE TRMINATION of contract under this clause.

4.24 LABOUR RULES

4.24.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Chief Labour Commissioner © / New Delhi (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 Contact 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 Government applicable for work. The Contractor shall also be responsible for observance of labour regulation in respect of labour welfare PF ESI.

4.25 COMPLIANCE OF VARIOUS ACTS:

4.25.1 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.

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

4.26.1 The employment of any person less than Eighteen years (18 years) of age shall be prohibited from DFCCIL works. The contractor shall be responsible for

confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

4.27 SETTLEMENT OF DISPUTES

4.27.1 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 DE TRMINATION of contract shall be settled as under:

4.27.2 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

4.28 ARBITRATION

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute between the parties, the agency shall not withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

4.3 LAWS AND REGULATIONS:

4.3.1 **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.

4.3.2 **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.

4.4 INCOME TAX

4.4.1 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.

4.5 GST

The GST as per prevailing rates will be applicable on gross value of each running account bill/Final bill shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having

deposited the same along with the each bill. Any modification in tax provision in future by Government will be binding on the contractor with immediate effect.

Tenderers will examine the various provisions of the Central Goods and Service Tax Act, 2017 (CGST)/ integrated Goods and Service Tax Act, 2017 (IGST) / Union Territory Goods and Services Tax Act, 2017/ (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/ State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

GST registration no. must be mentioned in each invoice.

4.6 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 and other taxes Govt except GST. The GST liability on the Contractor will be governed by clause 4.24 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.

4.7 SETTLEMENT THROUGH COURT

4.7.1 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.

4.30 **MSME**

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

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

4.29 **JURISDICTION OF COURTS**

- 4.29.1 Jurisdiction of courts for dispute resolution shall be Vadodara only.

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Engagement of manpower service provider for Round the Clock security services for the office of Chief General Manager/ DFCCIL, Vadodara unit.

5.1 INTRODUCTION: -

5.1.1 Dedicated Freight Corridor Corporation of India Ltd. (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 security guard in various categories (As per Annexure –I).
- 5.2.2 To provide round the clock safety, security, watch & ward services for the Office of Dedicated Freight Corridor Corporation of India limited at Vadodara
- 5.2.3 To maintain the records of the visitors visiting the DFCCIL Office.
- 5.2.4 The duty lists of the Security guards are available at Para 5.6 of Section -5.

5.3 TERMS AND CONDITIONS: -

- 5.3.1 The manpower service provider shall, if and when so requested by DFCCIL, will provide the Security services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience 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 by providing suitable replacement.
- 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 if the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL.
- 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 Security guard 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.

5.4 PAYMENT TERMS

- 5.4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the security guards (Annexure-I), besides the commission payable to the Manpower Service Provider and applicable GST.
- 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 Against the item mentioned in the schedule, if the contractor fail to provide staff in any shift a penalty of Rs.1000.00 in addition to nonpayment of per day wages for each entrance will be deducted from the monthly bill.
- 5.4.4 In case of the agency/service provider/contractor(s) fails/ fail to provide the proper service(s) as per agreement during the currency of contract, action will be taken against the contractor as per Agreement.
- 5.4.5 Minimum Wages / V.D.A. (as applicable for Central Govt.) will be calculated / revised as per notification issued from time to time by Ministry of Labour & Employment , New Delhi.
- 5.4.6 In future, if CTC is revised by Corporate Office/DFCCIL or minimum wages increased by Ministry of Labour & Employment/ New Delhi, then agency has to make payment of revised CTC at the same rate of agency's commission/service charges as well as on same terms & conditions.

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.
- 5.5.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to security guard 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 security guard(s) placed at the office of DFCCIL 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 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. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.5.7 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.
- 5.5.8 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.
- 5.5.9 The attendance register/roll for the personal deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. The attendance register/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.
- 5.5.10 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 for any reason. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued services.
- 5.5.11 Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or laps on the part of the Manpower Service Provider or of any persons deployed by its pursuant to the contact.
- 5.5.12 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.
- 5.5.13 The Manpower Service Provider must also be able to arrange for the replacement of the existing security guard, as per the instruction of DFCCIL.
- 5.5.14 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 that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. 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.

- 5.5.15 The security guard 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
- 5.5.16 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its security guard with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.5.17 The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.5.18 It is mandatory that Manpower Service Provider provides adequate insurance cover to the security guard for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death, disability, sickness).
- 5.5.19 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.
- 5.5.20 The Manpower service provider should provide Mobile Phone to security staff deputed by him. The cost of mobile phone as well as recharge amount will be borne by the service provider.
- 5.5.21 FIRST AID BOX. The contractor shall maintain at readily accessible place, First Aid appliances including adequate supply of sterilized cotton wool, pain relief spray, general medicine, thermometer, oximeter etc. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- 5.5.22 Any damage, deterioration, loss caused to DFCCIL 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.
- 5.5.23 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual security staff 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.
- 5.5.24 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.
- 5.5.25 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.

- 5.5.26 The personnel deployed by Contractor as security men, must be of a good character, polite in nature, physically and mentally fit and skilled in performing his duties. behavior of the personnel shall in no way be detrimental to the DFCCIL Administration. The Contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, and address with his/their left hand thumb impression affixed there on. The name, address and photograph shall be submitted by the contractor to DFCCIL before operating the contract. The Contractor shall issue identity cards to such security personnel.
- 5.5.27 The personnel deployed by contractor shall wear a uniform approved by DFCCIL. The contractor shall also issue a photo identity card, which shall be displayed on the LHS pocket of the shirt so that they can be identified during their duty hours. In case, the personal deployed by contractor does not wear the uniform and / or does not display the identify card as above, penalty @100.00 for each occasion will be charged. The contractor shall issue required material / equipment like First Aid Box, batten and whistle etc to the personnel deployed, failing which penalty @ Rs.100.00 for each occasion will be charged
- 5.5.28 The contractor shall ensure that the security men deployed for performing the duties shall not be in drunken or intoxicated state and if found so he will be summarily removed from this job. If security men is found in drunken or intoxicated state, he will be treated as absent from duty. Decision of DFCCIL in this respect shall be final and binding on the contractor.
- 5.5.29 The contractor shall inspect the overall office security arrangements on his own at least Twice in a month and it should be recorded register, whether any deficiency has been found.
- 5.5.30 The contractor shall maintain an attendance register wherein he shall mark the daily attendance of each individual member of security system by name. This register will be available for inspection as and when required by DFCCIL or any other nominated officer of the DFCCIL for the purpose.
- 5.5.31 The manpower service provider shall verify and certify the satisfactory character and antecedent records of the persons employed by them for this work.

5.6 DUTIES LIST OF DIFFERENT CATEGORIES OF MANPOWER TO BE PROVIDED

- 5.6.1. Services are required at DFCCIL office at Vadodara proposed to be operated at 4th Floor, "A" Block, Narmada Naher Bhavan, SSNNL's Office, Channi Jakat Naka, Vadodara. However in case DFCCIL office is shifted to any other location for any reason, services shall be rendered at such new location to be advised by DFCCIL on the same rates and terms and condition and nothing extra shall be paid on account of change in location of office.
- 5.6.2. The security Service of CGM /DFCCIL/Vadodara office will be round the clock. It is the responsibility the Security agency to manage the weekly off of the persons deployed. Watch and ward services are required to be provided round the clock for all days of the week. The security staff deployed should be well behaved, in proper uniform and maintain Etiquette of protocol.
- 5.6.3. It shall be the responsibility of the contractor to provide accessories such as First Aid Box, whistle, torch and dandas to security personnel as per land security law at his own cost.
- 5.6.4. The work executed shall be to the satisfaction of DFCCIL representatives. Rate shall include all incidental & contingent work which although not specifically mentioned in the scope are necessary for its completion in a sound and efficient manner.
- 5.6.5. Any damage, deterioration, loss caused to DFCCIL 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

- 5.6.6. The security service of DFCCIL office and premises Vadodara will be round the clock. The security person should try to provide security and safety of DFCCIL office and premise with available means as per the law in case of unusual occurrences such as attempt to theft, attempt to rob, trace passers and any other matter appears objectionable to the safety and security of DFCCIL office and premise. He will also inform officer In charge of DFCCIL at the earliest opportunity available to him. If it is necessary he should lodge complaint to the nearest police station.

5.7 QUANTITY VARIATION

An item wise excess/saving up to 100% in quantities can be done at the discretion of DFCCIL at the same rate and conditions with overall variation within $\pm 50\%$.

5.8 RATES

- 5.8.1 The quoted percentage in (%) and accepted by DFCCIL shall be firm and final till the completion of contract.
- 5.8.2 All statutory taxes (Except GST) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time (Except EPF (Employer's contribution) and ESI(Employer's contribution), Bonus, 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 E-tender.
- 5.8.3 GST as admissible shall be paid extra on submission of proof of deposit.
- 5.8.4 The quoted rates (as per Annexure-I) are inclusive of statutory contribution towards the EPF (Employer's contribution), ESI (Employer's contribution), Bonus, and Gratuity as per extant Law. However, the same shall be deposited by the contractor in favor of persons deployed and (Minimum) statutory EPF(Employer's contribution) & ESI(Employer's contribution), Bonus and Gratuity will be reimbursed on submission of proof of same to the satisfaction of DFCCIL.
- 5.8.5 The salary to be paid to the Staff/Persons to be deployed is based on minimum wages decided as per Notification of Govt. Of India, Ministry of Labour & Employment Office of the Chief Labour Commissioner (C) New Delhi Gazette Notification No. 173 dated 19.01.2017 and the salary shall stand revised to the extent of revision in Minimum Wages/V.D.A. by the same Authority during the 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. V.D.A. will be revised as per the notification issued by Ministry of Labour & Employment Office of the Chief Labour Commissioner (C)/ New Delhi.
- 5.8.6 Regular uniform amount for uniform/ winter coat for each security man i.e. three guards working round the clock and one guard working as rest giver for 2 nos. of uniform & 1 no winter coat per year shall be paid extra @ Rs.1500/- per person on submission proof of actual disbursement of uniform to security staff.
- 5.8.7 If the contractor fails to provide staff in any shift a penalty of Rs.1000.00 in addition to nonpayment of per day wages for each instance will be deducted from the monthly bill.
- 5.8.8 If the contractor fails to provide Mobile phone duly recharges (with adequate balance) to security staff deputed in each shift, a penalty of Rs.200.00 per day will be deducted from the monthly bill.

5.9 PAYMENT SCHEDULE

- 5.9.1 Payments to security guard deployed will be made through RTGS (in their respective saving account) on monthly basis as per the accepted rates and terms and conditions.
- 5.9.2 The Manpower Services Provider shall submit the bills or before the specific date as decided by DFCCIL, failing to which payment for that particular month will not be processed. Along with the above, the Manpower Services Provider will submit documentary proof to the satisfaction of DFCCIL for having deposited the required statutory amount of previous months towards 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, proof of disbursement of wages paid to security guards in their bank account. Without having submitted this proof, the on-account bill will not be processed and no payment will be made to the Contractor.
- 5.9.3 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. POLICE VERIFICIATION

- 5.10.1 The contractor has to submit the copy of police verification of all the guards being deployed by him.

5.11 LAWS AND REGULATIONS:

- 5.11.1 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.
- 5.11.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this e-tender, decision of the Chief General Manager, DFCCIL, Vadodara shall be the final and binding.

5.12 TAXES, DUTIES, LEVIES ETC.

Contractor shall pay all income-tax, surcharge on Income Tax and any other Corporate Tax. Further, the contractor shall be liable and fully responsible for payment of all Indian duties, levies, and any other taxes attracted/assessed on him under the provisions of the Indian laws expect GST. DFCCIL shall not bear any tax liability under any circumstances whatsoever expect GST at the prevailing rate. Documentary evidence towards having paid the GST to the Govt. shall have to be produced by the contractor, if so required by DFCCIL.

DFCCIL shall deduct the applicable taxes as per the extent, as applicable from time to time, and the same shall be deposited to the concerned Govt. Authorities.

Any tax deductible by DFCCIL on account of extent laws shall be recovered from running bills of the contract.

5.14 STATUTORY INCREASE IN DUTIES, TAXES ETC

- 5.14.1 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 e-tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the e-tender. GST at applicable rate will be reimburse on production of documented evidence.

FINANCIAL-PROPOSAL
Schedule of Quantities (Schedule-I)

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

Salary Component	Round the Clock Security Guard (including Rest Giver)
Per day wages for each security guard	Rs.579.00 + V.D.A. for each shift of 8 Hrs.
Unit	per person per month
Quantity	Round the clock security guard in each shift for 8 Hrs.
Amount	Rs.25967.31 per month
Total Period	36 months
Total Amount	Rs. 2804470.00
Agency Commission	Quoted percentage Above/at par (in words) _____ _____ & Quoted percentage Above/at par (in Figure) _____
GST	As per applicable rate / percentage

1. E-tenderer(s)'s have to quote the commission/ service charges in terms of percentage (%) in the respective column Above or At Par. The offer should be quoted both in figure and words.
2. In the event of receiving same rates from two or more bidders, the rate quoted by bidder having higher contractual receipts in last three financial years and in current financial year, duly certified by Chartered Accountant, will be given preference.
3. The quoted rates are inclusive of all taxes **except GST** which will be reimbursed on production of documentary evidence.
4. **The schedule is prepared on the basis of Minimum Wages Act, and in no case hired staff shall be paid less than the specified minimum wages. So the quoted percentage should be At Par / Above only i.e. not less than the minimum wages otherwise the offer will be summarily rejected.**

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

(Seal & Signature of E-tenderer(s))

Eligibility Condition for the security guards

1. Security Personnel:
 - (i) Essential qualification for security Personnel: Minimum Xth Class passed + two years working experience in similar capacity.
 - (ii) The Contractor will get the police verification done for such security Personnel.

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 cashed. (The sanctioning of the leave will be decided by DFCCIL)
2. **Privilege Leave:**
On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on 31st December of every year and cannot be cashed. (The sanctioning of the leave will be decided by DFCCIL)
3. The contractor should provide alternate staff before granting/sanctioning the leave of security staff deployed at DFCCIL/Vadodara and same should be intimated DFCCIL in writing by the manpower service provider in advance

FORM OF AGREEMENT

ANNEXURE-IV

(To be executed on requisite value of stamp papers)

AGREEMENT

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

AND

M/S. _____
_____ having its office at

_____ (hereinafter referred to as "Engagement of manpower service provider for Round the Clock security services of the office of Chief General Manager/ DFCCIL, Vadodara unit. OF THE OTHER PART

WHEREAS:-

The Employer is desirous that certain works should be executed by the manpower service provider for Round the clock security services viz. E-tender No. "BRC/GEN/Security/2020-21/92" (hereinafter called "the works", and has accepted a Bid by the Service provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of E-tender
 - b) Notice Inviting E-tender
 - c) Instructions to the E-tenderers
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity

3. In consideration of the payments to be made by the DFCCIL to the contractor as Herein after mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the signatory)

(Name, Designation and address of the signatory)

Authorized
Signed for and on behalf of the
DFCCIL Contractor

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

Witness:

1.

2.

Witness:

1.

2.

Name & address of the witness to be mentioned

E-TENDERER(S)'S GENERAL INFORMATION

1	Name of firm.	
2	Full name of Contractor/s:	
3	Year of Establishment.	
4	Registered Head office : Address	
5	Operation Address if different from above:	
6	Branch Office in India:	
7	Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc.	
8	Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.	
9	Bank A/C No of Firm with RTGS code for electronic clearance of the payment	
10	Telephone Number	
11	E-mail address & Web Site	
12	Telefax Number	
13	ISO Certification, if any {If yes, please furnish details}	
14	Registration certificate under Labor Act	
15	Pan No:	
16	PF / EPF Registration No: 13.	
17	GST Registration No:	
18	Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicable)	

The information furnished above shall be supported by authentic documents including registration number of the firm.

ANNEXURE – VI

Self Certificate (on Stamp Paper Rs.300/-)

- a. I/We have downloaded the e-tender form from the internet site www.dfccil.com or www.ireps.gov.in or www.eprocure.gov.in , it is certified that I / we have not tampered / modified the e-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 certified that our firm has not been black listed or debarred during the last three years by DFCCIL or Railway or any other Ministry/Department of the Government of India/State Government from participation in e-tenders/contract on the date of opening of E-tenders.

Signature of the E-tenderer/s:

ANNEXURE-VII

**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 General Manager; DFCCIL; 4th
Floor, A Block, Narmada Nahar Bhavan, (Sardar Sarovar Narmada Nigam Ltd., Office)
Channi Jakat Naka, Vadodara – 390 024" by the issuing Bank under
Registered Post A. D.).**

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

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

1. We.....indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL

stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have noagainst us for making such payment.
3. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or tilloffice/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is 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

E-tender No. "BRC/GEN/Security/2020-21/92"

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 thisday of.....20.....

For. _____

(Indicate the name of the Bank)

Signature of Tenderer(s)

ANNEXURE – VIII

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

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

- 1.
- 2.
- 3.
- 4.
- 5.

NOTE: - NAMES DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE E-TENDERER(S) RELATIVE IN DFCCIL TO BE MENTIONED BY THE E-TENDERER(S) AS ABOVE

Signature of the E-tenderer/s:

CHECK LIST

E-tender No. "BRC/GEN/Security/ 2020-21/92"

NAME OF WORK: Engagement of manpower service provider for providing Round the Clock security for the office of Chief General Manager/ DFCCIL, Vadodara unit.

Sr.	Items Description	Reference	Ensure the compliance
1	Tender document fee	Section 1 clause 6	Yes/No
2	Earnest Mo	Section-1 Clause 7.0	Yes/No
3	Copy of Partnership deed or Article of Association or ownership certificate	Section-4 Clause 4.11	Yes/No
4	General Information of the bidder	Section:4 Para 4.2	Yes/No
5	Forwarding letter by tenderer	Page 3	Yes/No
6	Authorization letter in favor of person signing the bid documents	Section-4 Clause 4.11	Yes/No

**END
OF
DOCUMENT**