



डेडीकेटेड फ्रेट कोरीडोर

**Dedicated Freight Corridor Corporation of India Limited**

(A Govt. of India PSU under Ministry of Railways)

(7<sup>th</sup> Floor, New Administrative Building, D. N. Road, Mumbai – 400001)

**Tender No. : MUM/EN/BR/Land Security Services/1085**

**CONTRACTOR**



  
**For CPM  
DFCCIL, Mum**

**CHECK LIST**

**CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT :-**

Sr. No.	Description	Done or Not
1.	Rates have been quoted for all items both in figures and words.	<input type="checkbox"/>
2.	Tenderer's General information filled up in Annexure – I with attached documents / proof page marked / indicated	<input type="checkbox"/>
4.	All the Annexure from Annexure – I to Annexure –III properly filled up and relevant documents attached and indicated in Annexure, where asked.	<input type="checkbox"/>
5.	Company seal should be put.	<input type="checkbox"/>
6.	The tender shall be accompanied with the following :-	
1.	Earnest money deposit as per Clause No. 3 of Tender Document has been attached.	<input type="checkbox"/>
2.	Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer (s) as per Tender Notice.	<input type="checkbox"/>
3.	Partnership deed/ resolution as applicable has been attached.	<input type="checkbox"/>
4.	Power of Attorney as applicable has been attached.	<input type="checkbox"/>
5.	Any other relevant documents have been attached.	<input type="checkbox"/>
8.	The tender document shall be sealed in a cover properly. Any loose paper / documents separately shall not be considered as part of tender offer.	
9.	<b>RATES TO BE QUOTED ON RATE SHEET ONLY.</b>	
10.	<b>All correction must be countersigned. Corrections, in items having financial implication, using "WHITE FLUID" is not permitted, otherwise, the tender will be summarily rejected.</b>	

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**DFCCIL**  
**Engineering Department**  
**TENDER DOCUMENT**

<b>Tender No.</b>	:	<b>MUM/EN/ MUM/EN/BR/Land Security Services/1085</b>
<b>Name of work</b>	:	<b>Security petrolling of nominated stretches along with DFC alignment between JNPT and Bhilad under CPM Mumbai Unit.</b>
<b>Approximate Cost</b>	:	<b>Rs. 9,92,196/- p.a.</b>
<b>Cost of Tender</b>	:	<b>Rs.2,000/- and Rs.2,200/- if by post</b>
<b>Submission of EMD</b>	:	<b>Rs. 19,844/-</b>
<b>Completion period</b>	:	<b>24months</b>
<b>Validity of Offer</b>	:	<b>90 days from date of opening of Tender.</b>
<b>Date &amp; Time of submission</b>	:	<b>27/03/2015 till 15.00hrs.</b>

<b>Sale of Tender Forms</b>	<b>:</b>	<b>Tender document will be available for sale in the office of DFCCIL, Central Railway, New Administrative Building, 7<sup>th</sup> Floor, D. N. Road, Mumbai – 400 001. From: 05/03/2015 to 27/03/2015 between 10.30hr to 17.00hr in person.</b>
<b>Date &amp; Time of opening :</b>	<b>:</b>	<b>27/03/2015 at 15.30 hours. If the opening day is holiday or due to some reason the opening could not be done then the same shall be done on the next working day at same time and place.</b>

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**Notice of Inviting Tender to be loaded on Central Public Procurement Portal.**

Tender No	MUM/EN/BR/Land Security Services/1085
Description of work	Security petrolling of nominated stretches along with DFC alignment between JNPT and Bhilad under CPM Mumbai Unit
No of Packets / Type of Tender	Single Packet Limited Tender/ Special Limited Tender
Cost of Tender Document	Rs.2000/- & Rs. 2200/- if by post (Rs. Two Thousand & Two Thousand Two Hundred Only).
Cost of Work / Tender	Rs. 9,92,196/- (Rs. Nine Lakhs Ninety Two Thousand One Hundred Ninety Six only).
Tender documents issued from	05/03/2015 (from 10.30 to 17.00 hrs.) to 27/03/2015 up to 12.00 hrs., except second Saturday, Sundays and Holidays.
Last date for issue of Tender Document	27/03/2015 up to 12.00 hrs.
Eligibility Criteria	Complete details are available in the Tender Notice available on the Website: <a href="http://www.dfcc.in">www.dfcc.in</a> & <a href="http://www.dfccil.org">www.dfccil.org</a>
Date and time for submission of tender	27/03/2015 up to 15.00 hrs
Type of Contract	Works Contract Limited Tender/ Special Limited Tender
Date & Time of Opening of tender	27/03/2015 at 15.30. Hrs
Earnest Money Deposit	Rs. 19,844/- (Rs. Nineteen Thousand Eight Hundred Fourty Four only). Cheque/Demand draft/FDR No.-----, Bank Name - ----- & Date - -----.
Performance Guarantee	5% of the Contract Value 49,610/- (Rs. Fourty Nine Thousand Six Hundred Ten only)
Validity of the offer	90 days from the date of opening of tender.
Officer	Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., Mumbai.
Tender Fees and Website	Tender document can be obtained from the office of DFCCIL / Mumbai on all working days from 05/03/2015 to 27/03/2015 between 10.30 to 17.00 hrs by paying Tender Fee of Rs. - 2000/- (Two Thousand Only) by way of by way of Cheque/D.D. / FDR in favour of DFCCIL payable at Mumbai. Offers without cost of tender paper is liable to be rejected, except for the firm registered under National Small Scale Industries.  Tender can be down loaded form DFCCIL site <a href="http://www.dfcc.in">www.dfcc.in</a> & <a href="http://www.dfccil.org">www.dfccil.org</a> .

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**Tender No. : MUM/EN/BR/Land Security Services/1085**

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डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.  
(भारत सरकार का उपक्रम)  
Dedicated Freight Corridor Corporation of India Ltd.  
(A Govt. of India Undertaking)

7<sup>th</sup> Floor., C.Rly., New Admn. Bldg , D.N.Rd., Mumbai – 400001, Tel. 022 – 22634185, Tel/Fax 022 - 22634184

### Forwarding letter by Tenderer

To,  
Chief Project Manager,  
DFCCIL, Mumbai.

**Tender No. : MUM/EN/BR/Land Security Services/1085**

**Name of the work : Security patrolling of nominated stretches along with DFC alignment between JNPT and Bhilad under CPM Mumbai Unit.**

1. I /We ..... have read the various conditions of tender attached hereto I/We agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our 'Earnest Money'. I/We offer to do the work ad 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..... /- (Rs ..... only) has been forwarded as Earnest Money. The value of the earnest money shall stand. Forfeited without prejudice to any other rights or remedies if:
  - (i) I/we do not execute the contract agreement within **07 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 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.

.....  
Signature of Witness

.....  
Signature of Tenderer(s)

Tenderer/s address : .....

Date : .....

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## Section 1

### GENERAL CONDITIONS OF CONTRACT

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

In case of any deviation between General conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

#### 1.1 DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression employer / DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression "Department" as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- e) Engineer/ "Engineer-in-charge" of the work shall mean the 'Representative' appointed by DFCCIL.
- f) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- g) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- h) The "Contract" shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any

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Special conditions, specifications, designs, drawings, priced 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 all its accompaniment and those later incorporated in it by internal consent.

- i) The "Contractor/ consultant" 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.
- j) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- k) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- l) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m) A "month" shall mean a calendar month.
- n) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- o) "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- p) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- q) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- r) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

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## 1.2 SUBMISSION OF BIDS

- a) In case Tender opening date is declared as holiday, tender will sold / received upto 15.00 hrs on next working day and will be opened at 15:30 hrs. on that day.
- b) All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.

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 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. Railway will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.

## 1.3 PRICE VARIATION / REVISION

No price variation shall be applicable in this contract.

## 2. **Mobilization Advance: - Not applicable**

## 3. SECURITY DEPOSIT / EARNEST MONEY DEPOSIT

The tenderer has to submit **Earnest Money of Rs.19,844/- (Nineteen Thousand only/-)** along-with the Tender Documents. The total Security deposit will be equal to 10% of the contract value. The earnest money of successful tenderer will be converted as a part of Security deposit and balance security deposit will be recovered from the on account bills @ 10% of the bill amount in case the same has not been deposited by the successful tenderer.

The security deposit shall be returned to the contractor without any interest after successful completion of the work.

## 4. SUPERVISION AND SUPERINTENDENCE

### 4.1 Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction. The Contractor shall co-ordinate all parts of the work and shall be responsible

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to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

#### 5. PROTECTION

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

#### 6. WORKMEN

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

#### 7. LAWS AND REGULATIONS:

##### a. **Governing Law:**

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

##### b. **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.

#### 8. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

**Contractor's Responsibility for Safety:-**

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

**9. INCOME TAX**

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

**10. SERVICE TAX**

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

**11. PERMITS, FEES, TAXES & ROYALTIES**

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other taxes State and Central Government **except Service tax. Service tax will be paid by DFCCIL as per prevailing rate. However, the contractor has to be submit the documentary evidence for payment of the same to Central / State Government on quarterly basis.**

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

**12. STATUTORY INCREASE IN DUTIES, TAXES ETC**

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc.

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Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

### **13. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES**

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

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

#### **Extension due to modifications**

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

#### **Delays not due to Employer**

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

- a. Any force majeure event referred to in Clause 21.0 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

#### **Delays due to Employer / Engineer**

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation

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thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

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

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

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

The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

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

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

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

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

### **a. Conditions leading to determination of contract**

#### **i. If the Firm/Contractor**

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

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- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.

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

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

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

**Entitlement of Employer / Engineer**

In cases described in sub-clause 19.1 (ii) above, the Employer / Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and
- b. Recover from the Firm/Contractor the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Firm/Contractor under the terms of the contract. Such certificate shall be final and binding upon the Firm/Contractor. The amount to be recovered may be deducted by the Employer / Engineer from any other moneys due to the Firm/Contractor alone or jointly under this or any other contract.

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

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

**16. FOSSILS ETC**

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing / damaging any such article and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out Engineer's order, at own expenses, the disposal of the same.

**17. LABOUR RULES**

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

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by C.G. Government applicable for Project Sites. The

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contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

**18. PERFORMANCE GUARANTEE**

18.1 The successfully bidder should give a performance guarantee in any of the acceptable form amounting to 5% of the contract value.

18.2 Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, not before signing of the agreement. The agreement should be signed within 15 (fifteen) days after the issue of LOA and performance Guarantee should also be submitted before signing the contract agreement. This Guarantee shall be initially valid upto to the stipulated date of completion period plus 60 days beyond that. In case the time of completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

18.3 The performance 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 the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

18.4 Wherever the contract is rescinded, the Security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any JV/Partnership firm.

18.5 The Engineer shall not make claim under the performance guarantee except for amounts to which the President of India is entitled under the contract ( not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

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- i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the engineer may claim the full amount of the Performance Guarantee.
- ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

## 19. **FORCE MAJEURE**

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

## 20. **SETTLEMENT OF DISPUTES**

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

### 21.1. **Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Consultant 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.

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## 21.2 Conciliation/Arbitration

- 21.2.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 21.2.2 If the Consultant is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Consultant may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claim(s), the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 21.2.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of atleast three names will be sent to the Consultant. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Consultant shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Consultant.
- 21.2.4 In case, the Consultant opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Consultant may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 21.2.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment

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thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

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

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

21.2.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Consultant.

### 21.3 Settlement through Court

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

### 21.4 Suspension of work

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

### 21.5 Award to be binding on all parties

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

### 21.6 Exception

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

### 21.7 Jurisdiction of Courts

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

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## Section II

### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

#### 1.1.1. INTRODUCTION:-

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

#### 1.2. Detailed Scope of Work

1.2.1. The Security Agency has to carryout security patrolling of nominated locations under CPM/Mumbai.

1.2.2. The agency has to provide land security patrolling in various sections under CPM/ Mumbai to report any encroachment, construction activity including temporary/permanent structure etc. for safeguarding the acquired land for DFCCIL. It should also report any installation of utility works by any Government and Private agency which will again need shifting for DFC construction.

1.2.3. The section to be covered is as under:-

S.No	Location	DFC Chainage		Mts
		From	To	
1	Jasai-Panvel Section (along the track)	8000	22200	14200
2	Dativali Detour	45000	56200	11200
3	Kharbao (along the track)	64700	71800	7100
4	Juchandra –Vaitarna Detour	80300	101300	21000
5	Saphale (on both side of station)	105500	113400	7900
6	Palghar (on both side of station)	120200	126630	6430
7	Boisar (on both side of station)	130000	136300	6300
8	Dahanu Detour	150500	163500	13000
			<b>Total</b>	87130*
			Say 90 kms.	

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1.2.4. The total km covered under the section will be approximately 90 Kms. The beat of one security patrolman will be 30 km. Patrolman will carryout on foot patrolling of 10 kmsstretch per day and thus cover his beat of 30 kms twice in a week.

### **1.3. Terms and Conditions:-**

- 1.3.1. The agency shall establish the system of patrolling as per the directives of DFCCIL official and will engage minimum 3 security patrolmen for carrying out patrolling.
- 1.3.2. The patrolmen who are engaged by the agency shall comply with extent rules of security patrolling work and shall have experience. The security patrolmen must have necessary clearance from Police Department.
- 1.3.3. If the performance of the agency staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the agency to take necessary action to improve the performance of Staff and if the performance does not improve even after 15 days of such communication, the agency shall provide a replacement acceptable to DFCCIL within 15 days time.
- 1.3.4. The agency shall comply with all the labour laws and all the statutory State & Central rules and shall be solely responsible for its implementation. Agency will be responsible for all the compliance and DFCCIL shall in no way be responsible for Agency's failure.
- 1.3.5. The engagement of agency shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the agency are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- 1.3.6. The agency shall not terminate the services of engaged staff unilaterally. In case any engaged staff is proposed to be replaced/ terminated by the agency, such action should be taken only with approval of DFCCIL.
- 1.3.7. The age of Patrolmen shall not be less than 21 and not more than 55 years on the day of deployment.

### **1.4. Payment Terms**

- 1.4.1. The agency shall be paid as per the accepted schedule of item for total length of section patrolled per month.
- 1.4.2. The Patrolling has to be done for the length specified in Tender. However, the DFCCIL will issue the patrolling chart where patrolling will be carried by the agency. Such Patrolling charts will be reviewed from time to time by DFCCIL and the location to be covered in patrolling may vary from time to time. Payment will be made as per nominated length of patrolling as per patrol chart during any particular month/months

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and no claims shall be admissible due to either reduction or increase in total quantity of any particular item either in a particular month or in total contract period.

**1.5. Obligation of the Agency providing security patrolling service**

- 1.5.1. The Agency 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.
- 1.5.2. The Agency would comply with the statutory requirements; rules and regulations applicable to security agencies and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 1.5.3. The Agency 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 agency, the agency alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee for discharging the obligations under this contract. The agency 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.
- 1.5.4. The Agency shall submit the Experience certificate of the security patrolmen engaged by them for the past one year and also verify and certify satisfactory character and antecedent records of them.
- 1.5.5. The Agency 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 agency for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the agency and shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 1.5.6. The Agency 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.

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- 1.5.7. The Agency shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 1.5.8. The attendance roll for the personal deployed by the Agency shall be provided by the agency who shall monitor their activity regularly. The attendance shall be checked by DFCCIL as and when required through tracker and in case of failure of patrolmen to be available at desired place, DFCCIL may impose penalty as per provision of Para 1.4.2.
- 1.5.9. Upon a written/oral request being made by DFCCIL regarding shortcomings in the patrolling work, the agency will correct the same within reasonable time but not later than 10 days.
- 1.5.10. The Agency must also be able to arrange for the replacement of the existing patrolman, as per the instruction of DFCCIL.
- 1.5.11. The engagement of patrolling service shall be purely on temporary basis. The Agency shall at all times make it absolutely clear to the staff engaged by them that such staff do not have any claim whatsoever for any regular employment in DFCCIL.
- 1.5.12. The deputed patrolling staff 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.
- 1.5.13. The Agency shall ensure that complete confidentiality is maintained by it with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the agency 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.
- 1.5.14. The Agency 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 agency to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 1.5.15. The working hours for the patrolling staff deputed by the agency shall be for 8 hours a day for 6 days a week. The timings for the same would be as specified by the

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DFCCIL. However, these timings may be changed without any overall impact on the period of duty as per convenience or requirement of operation.

- 1.5.16. All patrolmen shall be provided with mobile phone as well as a tracking system like PE707 tracker or PE-606 tracker or any such similar system approved by DFCCIL so that the Patrolling activities shall be properly monitored.
- 1.5.17. DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the patrolmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account. The agency Contractor(s)/service provider's account.
- 1.5.18. The personnel deployed by agency as security patrolman, 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.
- 1.5.19. The personnel deployed by contractor shall wear a uniform approved by DFCCIL. The agency 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. The agency shall issue required material / equipment like raincoat, umbrella, water bottle, batten, and whistle etc to the personnel deployed.
- 1.5.20. The contractor shall ensure that the land security patrolmen deployed are fully alert while performing their duties. He shall also ensure that no unauthorized person create nuisance or disturbance within the acquired land.
- 1.5.21. The contractor shall ensure that the security patrolman deployed for performing the duties is not in drunken or intoxicated state. Any petrol man found in such condition shall be removed from employment of the agency and will not be deputed again for the patrolling duty. If any Patrolman is found in intoxicated condition then a penalty of Rs. 3,000/- per day shall be imposed on contractor and the decision of DFCCIL in this respect shall be final and binding on the contractor.

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- 1.5.22. Documentation of Patrolling Work:- Contractor shall maintain proper record of all the patrolling work in a given format. Besides maintaining records as per details stipulated by DFCCIL, Contractor shall submit a fortnightly report of exception statement indicating changes if any in the patrolling area.
- 1.5.23. The contractor shall inspect the overall land security arrangements on his own at least once a fortnight and shall record in land register, whether any deficiency has been found.
- 1.5.24. The officials of DFCCIL shall test check the record maintained by the agency as and when considered necessary. In case of any irregularity in maintenance records, penalty up to Rs.5000/- in a month can be imposed on the contractor.
- 1.5.25. 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.

#### **1.6. Duties List of different Categories of Manpower Deputed**

##### **1.6.1. Security Patrolman**

- (a) Beat of each patrolman will be approve average 30Kms as decided by DFCCIL.
- (b) The land security patrolman shall do patrolling of approve average 10 km length per day in his beat as per patrol chart. Patrol chart will be issued by DFCCIL.
- (c) The patrolman will cover his entire beat in three days. In one week, he will cover the entire beat twice.
- (d) The land security patrolman shall make his own arrangements for on foot patrolling, or bicycle patrolling, where feasible.
- (e) The patrolman shall follow all the instruction given by DFCCIL administration from time to time for proper security of land and DFCCIL Property in his beat.
- (f) Encroachment or removal of DFCCIL / Railway Land/Earth/property or any other suspicious activity within acquired land shall be reported to DFCCIL immediately but not later than 48 hrs.
- (g) Any unusual occurrence or untoward incidence shall be promptly reported by the Contractor/patrolman to the DFCCIL Administration directly or through his supervisor/Contractor.
- (h) In the case of any encroachment / theft by pilferage or any nuisance created within the DFCCIL land, the Contractor/Patrolman shall try to apprehend the

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culprit or inform DFCCIL. In no case he shall resort any unlawful means to deal with any outside party. Wherever it is not within his capacity to apprehend the culprit, he will promptly inform the DFCCIL official in writing and shall make efforts to stop the encroachment by lawful means.

- (i) The security patrolman shall maintain mobile to keep contact with DFCCIL. No extra payment shall be made for maintain mobile phone and the rate shall include the same.
- (j) Agency will procure personal tracker with GPS tracking facility to track the location of the person carrying device. A suitable tracking software shall also be installed at nominated location. The equipment shall be compulsorily carried by Security Patrolmen. The cost of the instrument will be borne by the agency and the rate includes provision of this equipment to Patrolman.
- (k) Agency will ensure that patrolman carries the instrument with adequately charged battery to ensure full day usage. The Patrolmen will also keep spare battery to ensure prompt replacement of any discharged battery during working hours.
- (l) If patrolman does not carry the GPS instrument or if the functioning of the battery fails due to which signals are not shown in control room at CPM office the patrolman shall be treated as absent and full wages recovery along with a penalty of Rs. 500/- per day shall be recovered from the agency.

### **1.7. QUANTITY VARIATION**

- 1.7.1. The procedure detailed below shall be adopted for dealing with variations in quantities during execution of the contract:
- 1.7.2. The DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in the character position, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 1.7.3. Individual NS items in contracts shall be operated with variation of plus 50% and minus 50% payment would be made as per the agreement rate.
- 1.7.4. No PVC variations is applicable to the contract.

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- 1.7.5. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and approval of competent authority of DFCCIL.

### **1.8. RATES**

- 1.8.1. The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract. It shall include all the manpower as well as equipment like mobile phone, GPS tracker (Personal tracker) and transportation charges etc.
- 1.8.2. All statutory taxes (Except Service Tax) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time (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 Tender.
- 1.8.3. **Services Tax**, as admissible shall be paid extra on submission of proof of deposit.
- 1.8.4. Tax shall be deducted at source as per extent rules.
- 1.8.5. The agency should strictly comply all the labour laws. DFCCIL shall not be responsible for any violation.
- 1.8.6. For all the movements, whether by Bus / Train or 2/4 wheeler etc., the Patrolman will be entitled for consolidated reimbursement of conveyance charges as Rs. 1500/- per month. Patrolman shall maintain complete record of his movement.
- 1.8.7. Regular uniform amount for uniform / winter coat for each patrolman for 2 Nos. of uniform & 1no winter coat per year shall be paid extra @ Rs1000/- per uniform or winter coat, on production of receipt.

### **1.9. PAYMENT SCHEDULE**

- 1.9.1. Payments will be made monthly by DFCCIL, as per the accepted rates terms and conditions.
- 1.9.2. On Account Payment
- (a) The Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.
- (b) The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets. Along with the above, the contractor will submit documentary proof to the satisfaction of DFCCIL for having deposited the required statutory amount towards EPF (Employer & Employees contribution) and ESI(Employer & Employees contribution)in the account with appropriate authority,

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of each person deployed respectively for the month/months for which the on-account bills having being submitted. Without having submitted this proof, the on-account bill will not be processed and no payment will be made to the Contractor.

- 1.9.3. After preliminary scrutiny and certification by DFCCIL, payment of the certified amount shall be made as early as possible by the APM/Fin. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the agency.

**1.10. Payment to the Staff Deployed:**

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

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SECTION III

**Name of work :-** Providing Security Patrolling of nominated locations under Chief Project Manager/ DFCCIL, Mumbai unit for safeguarding the acquired land for DFCCIL for 24 months.

**Scope of work**

1. Security Petrolling of nominated stretches (90Kms) along DFC alignment between JNPT and Bhilad under CPM Mumbai Unit for safeguarding the acquired land for DFCCIL for a period of 24 months at an estimated cost of Rs. 9,92,196/-.

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## SECTION IV

## Schedule of Quantities

<b>Name of Work:</b> "Providing Security Patrolling of nominated locations under Chief Project Manager/ DFCCIL, Mumbai unit for safeguarding the acquired land for DFCCIL for 24 months."					
Item No	Description of item	Unit	Rate	Qty.	Amount
1/NS	To carryout security patrolling of nominated locations under CPM/Mumbai for safeguarding the acquired land/land under process of acquisition, for DFCCIL for a period of 24 months from any encroachment and construction activity including temporary/permanent structure etc. and also report any installation of utility works by any Government and Private agency by deputing patrolmen for nominated beat of 30 Kms per security patrolman. The Patrolman will carry out twice on foot /patrolling of approx 8 to 12 Kms stretch per day to cover his beat of approx 30 kms twice in a week. The patrolmen will carry a Tracker device with GPS tracking facility and a mobile telephone during patrolling to trace his location. A suitable tracking software shall also be installed at nominated location to monitor the patrolmen.	Km/ month	459.35	90 x 24 =2160	9,92,196/-
<b>Total Rs. only</b>					

**Note:**

1. A lump sum payment of Rs. 1,500/- per month shall be paid to each patrolman on account of conveyance.
2. The contractor shall be paid for nominated length of patrolling as per patrol chart. Regular monitoring of movement through tracker and random check shall be exercised to ensure that patrolman is covering nominated length.
3. Tenderer should quote rate at par / \_\_\_\_\_ % above / \_\_\_\_\_ % below the base rates given in the schedule in figures and words.
4. Rates are inclusive of all Taxes except service tax.

I/We offer and agree to carry out the work at the rates as quoted for NS items of above schedule for complete job without any condition.

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**NOTE:** The agency on award of work shall submit the breakup of monthly CTC in various components indicating statutory provisions. The agency 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 agency, 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 Agency, for any reason whatsoever shall accrue to DFCCIL.

(Seal & Signature of Tenderer(s))

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**BIDDER'S GENERAL INFORMATION**

**1-1 Bidder Name** :

1-2 Numbers of Years in Operation :

1-3 Registered Address :

1-4 Operation Address if different from above:

1-5 Telephone Number :

1-6 E-mail address & Web Site :

1-7 Tele fax Number :

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No. :

1-12 Bank A/C No with Bank code

for electronic clearance of the payment.:

**(SIGNATURE OF BIDDER WITH SEAL)**

**CONTRACTOR**



*[Handwritten Signature]*  
**For CPM  
DFCCIL, Mum**

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**To

DFCCIL

Name &amp; Address of Project.

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

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

**SIGNATURE AND SEAL OF THE GUARANTOR**

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

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

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

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**For CPM  
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**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between DFCCIL, 7<sup>th</sup> Floor, New Administrative Building, D. N. Road, Mumbai – 400001, acting through (Project Head and name / address of the Project) (hereinafter called “the Employer / Engineer”) of the one part and \_\_\_\_\_ (name and address of the Consultant) (hereinafter called “the Consultant”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated

===== End of Document =====

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**SUMMARY SHEET**

Tender for "Security patrolling of nominated stretches along DFC alignment between JNPT and Bhilad under CPM Mumbai Unit."	
Agreement No. Date	: MUM/EN/BR/Land Security Services/1085 Dt.
Address	:
Acceptance Letter No. & Date	: MUM/EN/BR/Land Security Services/1085 Dt.
Estimated Value	:
Percentage quoted by Contractor	:
Total Value of Contract	:
Date of Commencement	:
Date of Completion	:
EMD received along with the Tender Document	:
Performance Guarantee 5% of the Contract Value	:
Security Deposit as per Agreement (10% of Contract Value) Rs.	:
EMD received along with the Tender Document converted as Security Deposit	:
Balance Security Deposit to be recovered from the Contractor through on account bills @ 5% of bill amount	:
conditions quoted by contractor having financial implication	:
PAN NO.	:
Details	: PHONE NO. :

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