



Dedicated Freight Corridor Corporation of India Ltd.
(A Government of India Enterprise under Ministry of Railways)

TENDER DOCUMENT

**Name of Work: - Security services for DFCCIL in the jurisdiction of GM/ Co-Ordination/Jaipur & CGM/Ajmer.
(DFC Km. 1229.740 to 937.622 = Total 292.118 Km.),
Phulera DN CL- 4.67 Km, Phulera UP CL - 13.11 Km, Connection to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km.**

Tender No- DFCC/JP/Security Services/02/2019

(Participation through E-TENDER only)

**Visit: www.tenderwizard.com/dfccil
(Tenderwizard helpdesk: 011-49424365)
September-2019**

Corporate Office:

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),
5th Floor Pragati Maidan Metro Station Building Complex,
New Delhi- 110001. Phone: +91-11-23454700; Fax: +91-11-23454701**

OR

Concerned Field Unit

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),
C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur 302020.
Phone: +91-0141-7196200**

Tender for Security service for DFCCIL in the jurisdiction of GM/ Co-Ordination/Jaipur & CGM/Ajmer
(DFC Km. 1229.740 to 937.622 = Total 292.118 Km.),
Phulera DN CL – 4.67 Km, Phulera UP CL – 13.11 Km, Connection
to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km.

Tender No.: DFCC/JP/Security Services/02/2019

TABLE OF CONTENTS

S. No.	Description	Page No.
1.	Section 1 -Notice Inviting Tender (NIT).	3-4
2.	Section 2 -(i) Format for Covering Letter of Tender.	5
	(ii) Check List for Documents to be Submitted.	6
3.	Section 3 –Instructions to Bidders.	7-11
4.	Section 4 -General Conditions of Contract.	12-17
5	Section 5 - Special Conditions of Contract.	18-20
6	Section 6 - Scope of work.	21
7	Section 7 - Financial Bid.	22-25
8	Section 8 - Annexure	26-41
8.1	Annexure-I -Format of Performance Bank Guarantee.	26-28
8.2	Annexure-II -Format of Agreement.	29-31
8.3	Annexure-III -Constitution of the Agency/Company/ Corporation	32
8.4	Annexure-IV -Declaration for Input Tax Credit.	33
8.5	Annexure-V -Pre Contract Integrity Pact. (As per norms)	34-41

SECTION-1
NOTICE INVITING TENDER (NIT) (Online)

Sealed bids for Limited Tender in a single packet system are invited from DGR sponsored agencies / companies / corporations for **Security service for DFCCIL in the jurisdiction of GM/Co-Ordination/Jaipur & CGM/Ajmer (DFC Km. 1229.740 to 937.622 = Total 292.118 Km.), Phulera DN CL- 4.67 Km, Phulera UP CL – 13.11 Km, Connection to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km.** as per the following schedule:-

1.1	Tender No.	DFCC/JP/Security Services/02/2019
1.2	Name Of Work	Security service for DFCCIL in the jurisdiction of GM/ Co-Ordination/Jaipur & CGM/Ajmer (DFC Km. 1229.740 to 937.622 = Total 292.118 Km.), Phulera DN CL- 4.67 Km, Phulera UP CL – 13.11 Km, Connection to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km.
1.3	Type of Tender	Limited Tender, Single Packet System
1.4	Duration of Contract	Two (02) Years and further extendable by Two (02) Years at a time, subject to available quota of guards and satisfactory performance at Rates, Terms and Conditions in accordance with DGR Wage Notification.
1.5	Estimated Cost of Work excluding GST	Rs. 1,96,21,488/- (Rs. One Crore Ninety Six Lakh Twenty One Thousand Four Hundred Eighty Eight Only)
1.6.	Cost of Tender Document (Non- Refundable)	NIL
1.7	Tender Processing Fee(Non Refundable)	Rs. 7500/- Plus GST (Payable to M/s ITIL Online) (Non- Refundable).
1.8	Earnest Money Deposit (EMD) (Tender Security)	NIL
1.9	Uploading of NIT and Tender Document i.e. Time of Sale of Tender (Online)	From 04/09/2019 at 15:00 hrs. on www.tenderwizard.com/DFCCIL .
1.10	Last Date and Time of Submission of Tender (Online)	04/10/2019 upto 15.00 hrs. on www.tenderwizard.com/DFCCIL .
1.11	Last Date and Time of Submission of Documents in Physical Form.	04/10/2019 upto 15.00hrs.
1.12	Date of Time of Opening of Tender (Online)	04/10/2019 at 15.30 hrs. on www.tenderwizard.com/DFCCIL .
1.13	Tender Validity	90 days from the Date of Opening of Tender.
1.14	Address for Communication	Dedicated Freight Corridor Corporation of India Limited (DFCCIL), C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur 302020. Phone: +91-0141-7196200



1.15	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering &for obtaining Digital Signature contact at www.tenderwizard.com/DFCCIL and on Mob. No. Deepak, 9680005669. Suraj, 9599653865. & Sh. Anup Kumar, 9828550709.
1.16	Availability of Tender Documents	The Tender documents can be downloaded from www.tenderwizard.com/DFCCIL , Tenderer who wishes to view free Notification and Tender Documents can visit www.tenderwizard.com/DFCCIL , DFCCIL's website www.dfccil.gov.in & Central Procurement Portal, www.eprocure.gov.in ; DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least three days in advance of date of opening of tenders and placed on website www.tenderwizard.com/DFCCIL only.

2.0 General

- 2.1 Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- 2.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.
- 2.3 The Offer shall be valid for 90 days from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable to be disqualified.
- 2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.tenderwizard.com/dfccil. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his/her offer, will not be accepted.



SECTION 2

(I) FORMAT FOR COVERING LETTER OF TENDER

(On Letter Head of Agency/ Company/ Corporation)

To,
General Manager/Co-ordination
DFCCIL,
Jaipur

Sub: Tender for Security service for DFCCIL in the jurisdiction of GM/ Co-Ordination/Jaipur & CGM/Ajmer (DFC Km. 1229.740 to 937.622 = Total 292.118 Km.), Phulera DN CL – 4.67 Km, Phulera UP CL – 13.11 Km, Connection to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km.

Ref.: 1. Tender No. DFCC/JP/Security Services/02/2019.

2. DGR Letter No.2112/SA/DFCC/2019/Rajasthan/3484/3533/3802/Emp dt. 24.06.19

1. I /We have read the various terms and conditions of tender attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for disqualification. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Tender Document for the execution of present contract.
2. The offer shall stand forfeited without prejudice to any other rights or remedies if:
 - * I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - * I /We do not deposit Contract Performance Guarantee (CPG) or Bank Guarantee equal to 10% of One month's wage bill within 15 days of issue of letter of acceptance; or
 - * I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - * I/We withdraw the offer during the period of validity/extended validity; or
 - * When any of the information furnished by the tenderer is not found true.
 - * Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.

(Signature of Bidder)

(Name and Address of Bidder)

(Signature of Witness)

(Name & Address of Witness)

(ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	Covering Letter as per format given in the Section 2.	
2.	Copy of DGR Sponsorship Letter	
3.	Original copy of DGR empanelment Certificate (with photograph and signature of Proprietor/Directors).	
4.	PSARA License for the State of operation of the Security Agency.	
5.	Certified Copy of GST No. and PAN Card	
6.	Registration Certificate for ESI, EPF & Contract Labour (Regulation and Abolition) Act 1970 & Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970.	
7.	Certified Copy of Registration of Company/Corporation/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Corporation/Agency.	
8.	Constitution of the Company/Corporation/Agency in the form prescribed in Annexure-III	
9.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
10.	Financial Bid to be filled and uploaded Online (in“ .xls ” Form)	

Important Notes:

- * Documents No.1 to 9 should be scanned and uploaded at website - in 'Document Library' and after that, attach all above necessary documents in particular tender.
- * The Complete Tender Document including Corrigendum/Addendums with all the above mentioned documents digitally signed would be uploaded at website www.tenderwizard.com/DFCCIL in 'Document Library' and after that attach the complete document in the particular tender.
- * **Financial Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com/DFCCIL and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all.**
- * The Financial Bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to GM/Co-ordination/Jaipur office.
- * The rates should be quoted in figures and words. If there is any variation between the rates quoted in figures and words, the rates quoted in 'Words' shall be taken as correct rates.

SECTION 3

INSTRUCTIONS TO BIDDERS

1.0 The Salient Features of the Contract are as follows:

i.	Tender No.	DFCC/JP/Security Services/02/2019
ii.	Name of Work	Security service for DFCCIL in the jurisdiction of GM/ Co-Ordination/Jaipur & CGM/Ajmer (DFC Km. 1229.740 to 937.622 = Total 292.118 Km.), Phulera DN CL- 4.67 Km, Phulera UP CL – 13.11 Km, Connection to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km.
iii.	Duration of Contract	Two (02) Years and may be extendable further for a period of Two (02) Years subject to available quota of guards, satisfactory performance and at Rates, Terms and Conditions in accordance with DGR Wage Notification.
iv.	Estimated Cost of Work.	Rs. 1,96,21,488/- (Rs. One Crore Ninety Six Lakh Twenty One Thousand Four Hundred Eighty Eight Only)
v.	Earnest Money Deposit (EMD)	NIL
vi.	Security Deposit/ Retention Money	Contract Performance Guarantee (CPG) or Bank Guarantee equal to 10% of One month's wage bill to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).

2.0 ELIGIBILITY CRITERIA:

S. No.	Criteria	Documents Required
(i)	a) Empanelment by DGR b) DGR Sponsorship	a) Valid DGR empanelment certificate (with photograph and signature of directors/proprietor) b) DGR Sponsorship Letter
(ii)	Private Security Agencies (Regulation) Act 2005 (PSARA) license for the state of operation of the security agency.	Valid PSARA license for the state operation of the security agency.

(iii)	(a) The Bidder should be registered for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.	Valid Registration Certificate for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.
	(b) The Bidder must be possessing Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970.	Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970.
	(c) The Bidder must be possessing GST Registration Number and PAN Card.	Certified Copy of GST Registration Number and PAN Card.
(iv)	Total contract Amount received as per financial statement for three financial year i.e current year (2018-2019) and previous three years(2016-17), (2017-18), (2018-19)	Copy of audited balance sheets ITCC/TDS certificates of the three financial years 2016-17), (2017-18), (2018-19)

3.0 Details of the Bidder:


S.No.	Particulars		
1.	Name of Company/Corporation/Agency.		
2.	Address with Telephone, Fax No., Mobile No. and E-Mail ID.		
3.	Status of Applicant (DGR sponsored Company/Corporation/Agency) (Attach documentary evidence)		

4.0 SUBMISSION OF E-TENDER:

4.1 Tender Document Obtaining Process

4.1.1 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.

4.1.2 To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard (www.tenderwizard.com/DFCCIL) and to have User ID and Password. Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee to M/s ITIL through e-payment. Already Registered Tenderer need not pay registration charges to M/s ITIL.



4.1.3 www.tenderwizard.com/DFCCIL is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.tenderwizard.com/DFCCIL.

4.2 Submission of Offer

4.2.1 This is a Limited E-tender invited from DGR Sponsored Security Service Agencies as per DGR Letter No.2112/SA/DFCC/2019/Rajasthan/3484/3533/3802/Emp dt. 24.06.19 for Security service for DFCCIL in the jurisdiction of GM/Co-ordination/Jaipur & CGM/Ajmer (DFC Km. 1229.740 to 937.622 = Total 292.118 Km.), Phulera DN CL – 4.67 Km, Phulera UP CL – 13.11 Km, Connection to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km. NIT and Tender Documentation will be uploaded on 04.09.2019. The Tender can be submitted Online on www.tenderwizard.com/DFCCIL up to 15:00 Hrs of 04.10.2019.

4.2.2 All the required documents as mentioned in Check list from S.No.1-10, shall be uploaded to the E-Tendering web site www.tenderwizard.com/DFCCIL within the period of bid submission. No physical submission is required.

4.2.3 The detailed instructions of e-tendering can be read through website www.tenderwizard.com/DFCCIL.

4.2.4 The Addendum/Corrigendum, if any; shall be hosted on the website www.tenderwizard.com/DFCCIL only.

4.2.5 The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.

4.2.6 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.tenderwizard.com/DFCCIL with the digitally signed copy of tender document.

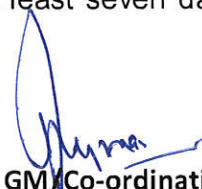
4.2.7 In case scheduled date is declared as holiday, tender can be uploaded up to 15:00 hrs on the next working day and will be opened at 15:30 hrs on that day.

4.2.8 The bid document shall be submitted through Digital Signature of the tenderer.

4.2.9 The **bid** shall be accepted through **Online mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the tender document will be summarily rejected.

4.2.10 Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

5.0 The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Bidder have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he/she shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.



- 6.0** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 7.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 8.0** After award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 9.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- (i) Financial Bid.
 - (ii) Notice Inviting Tender.
 - (iii) Instructions to Bidders.
 - (iv) Scope of work.
 - (v) Special Conditions of Contract, if any.
 - (vi) General Conditions of Contract.

If any Item is found common in Special Conditions of Contract and General Conditions of Contract, then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

- 10.0** Bidder must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document. Complete Tender Document along with Addendums, Corrigendum and Documents is specified in the Tender Document, must be submitted through Digital Signature by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Tender Document shall be removed and the set must be uploaded as it is.
- 11.0** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made him/her aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 12.0** DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 13.0** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of the DFCCIL in this regard shall be final and binding.



14.0 The evaluation of tenders will be made on the basis of fulfilment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the bidder.

15.0 Modification/Substitution/Withdrawal of Bids:

The Bidder may modify, substitute or withdraw its e-bid after submission, prior to 15:00 hrs. of 04/10/2019 (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

Any alteration/modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

For modification of e-bid, Tenderer has to detach its old bid from e-tendering portal and upload/ resubmit digitally signed modified bid.

For withdrawal of tender, tenderer has to click on withdrawal icon at www.tenderwizard.com/DFCCIL. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again.

16.0 Opening and Evaluation of Bids:

- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section –I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Dedicated Freight Corridor Corporation of India Limited (DFCCIL) C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur 302020. Phone: +91-0141-7196200

- (i) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.
- (ii) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 04/10/2019, in the presence of Tenderers or their Authorized Representatives who choose to attend.

17.0 Deadline for Submission of Tender

Tenderer(s) must ensure to complete the tender submission process in time as www.tenderwizard.com/DFCCIL will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 04/10/2019).

18.0 Bidder may visit the site on any working day to assess the Scope of Work before submitting their offer.



SECTION 4

GENERAL CONDITIONS OF CONTRACT

1.0 SECURITY DEPOSIT (Retention Money):

The tenderer shall submit Security Deposit in the form of Bank Guarantee @ of 10% of 1 month wage bill in favour of DFCCIL payable at CPM DFCCIL Jaipur which forms the stipulated percentage of the contract amount as specified in the Letter of Acceptance. The Bank Guarantee shall be submitted as per prescribed format (Annexure-I) from any Nationalized/ Scheduled Commercial Bank of India within 15 days from the date of issue of Letter of Acceptance (LOA).

The Bank Guarantee will be furnished after LOA has been issued but before signing of the Contract Agreement and should be valid up to 2 months after the expiry of completion period. In case, if contract period is extended as per provision of DGR guideline, the contractor shall get the validity of Bank Guarantee extended to cover such extended period. When the contract is rescinded, the Bank Guarantee shall be forfeited and shall be encashed. No interest is paid on the Security Deposit. In case of violation of Integrity Pact, the Bank Guarantee shall be en-cashed.

2.0 DURATION:

The contract shall be for a period of two (2) years commencing from the date as mentioned in the Letter of Acceptance and may be extendable further for a period of two (2) years subject to available quota of guards, satisfactory performance and at Rates, Terms and Conditions in accordance with DGR Wage Notification.

3.0 CONTRACT AGREEMENT and COMMENCEMENT OF WORK:

Within 30 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per Annexure II of the Tender Document. However, Contract Agreement can only be signed after submitting the Security Deposit and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

Holder of Power of Attorney/Representative of Proprietor/ Director is not authorized to conclude the contract with the principal employer (DFCCIL) as per DGR sponsorship letter 2112/SA/DFCC/2019/Rajasthan/3484/3533/3802/Emp dt. 24.06.19

The Proprietor/Director of the agency awarded the contract, shall produce the following in person at the time of signing of the Contract Agreement, and Principle Employer (DFCCIL) will verify the same.

- (a) Copy of the DGR Sponsorship letter
- (b) Original DGR Empanelment Certificate (with photograph & signature of proprietor/ Directors).
- (c) PSARA license for the state of operation of the security agency.
- (d) All other documents in original as mentioned in the Bid documents.



4.0 STATUTORY COMPLIANCES:

The Contractor shall;

- (a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
- (c) If as a result of any claim arising out of any reasons stated in 2 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- (d) The Bidder shall comply all statutory requirements including compliance of Laws, Acts, Rules and Regulations. The tender document shall be governed by the Indian Laws both substantive and procedural Laws. Applicable Laws shall mean all Laws, Bye-Laws, Statutes, Rules, Regulations, Orders, Ordinances, Courts, Guidelines, Notices, Directions, Judgements, Decrees or other requirements or Official Directives and /or of any Statutory Authority in the Republic of India.

5.0 AUTHORISATION AND ATTESTATION:

Tenders shall be signed by the person duly authorized /empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

6.0 VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of 90 days from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

7.0 REJECTION OF TENDER AND OTHER CONDITIONS:

7.1 The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.

7.2 Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.

7.3 If the Tenderer deliberately gives wrong information in his/her tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Security Deposit/ Performance Security/any other money due.

7.4 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

7.5 Should a Tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/ Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

8.0 Estimated Cost of Work as indicated in the Section-1 and Section-3 is excluding GST. GST shall be paid as per applicability and the Documentary Proof of the payment to GST Authority is to be submitted by the Agency to DFCCIL with the subsequent Bill. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure IV.

9.0 Payment Terms:

- (a) Payment shall be made on a monthly basis for which contractor shall submit monthly bill/invoice as per GST norms in duplicate before 30 of every month for the previous month and shall be regulated according to the prevailing Minimum Rates of Wages notified and amended from time to time and approved by the Directorate General Resettlement.
- (b) GST shall be paid as per applicability. Documentary proof to be submitted with the subsequent bill.
- (c) No advance payment shall be made.
- (d) The contractor shall provide the following details/documentary proof as required by DFCCIL for passing of Bill/Invoice.
 - 1. Valid workman compensation Insurance Policy/ESI remittance challans of previous to previous month.
 - 2. PF remittance challans copy for the persons engaged of previous to previous month.
 - 3. Contractor shall submit Bank Statement of preceding month's salary paid to each deployed person while submitting current wage bill. The contractor shall ensure payment of wages etc. to the deployed personnel through Bank. The contractor shall make actual disbursement of wages/salary to the deployed personnel through their bank accounts. The contractor shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be

settled by the contractor. In no circumstances, the actual disbursement shall be less than the agreed amount without prior approval of DFCCIL.

4. The Contractor shall submit their PAN No. along with complete Bank details/NEFT Mandate Form issued by their Bank.

(e) Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including taxes, tax deduction at source (TDS) at the prescribed rate as per the Income Tax, 1961. Necessary certificates of Tax Deduction shall be given.

(f) The aforesaid payment of the bill will ordinarily be made within 15 working days through E-banking only. The delay however shall neither entitle the Contractor to claim interest nor terminate contract.

10.0 SERVICE CHARGES

Contractor will be paid service charge as applicable per month on wage bill of respective month.

11.0 PAYMENT OF WAGES

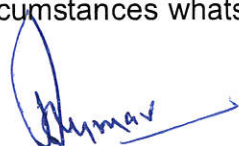
11.1 The wage structure will be based on salary payable to the trained security guards/supervisor as per the minimum wages act of the respective state. For calculation of wages of different categories of security personnel of Resettlement (DGR) norms as detailed in the scheduled financial bid will be adopted.

11.2 Basis rates as mentioned in the financial bid are subject to revision (increase or decrease) as and when there is any such revision notified by the authority under the Minimum Wages Act 1948 and also approved by the DGR.

12.0 INDEMNITY:

The security agency/ company/ corporation 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 security agency/ company/ corporation or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or outside the premises including but not limited to any and all claims by the security agency/ company/ corporation.

12.1 In performing the terms and conditions of the contract, the security agency/ company/ corporation shall at all times act as an Independent security agency/ company/ corporation. The contract does not in any way create a relationship of principal and agent between DFCCIL and the security agency/ company/ corporation. The security agency/ company/ corporation 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 security agency/ company/ corporation and their hired personnel shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of DFCCIL.



FORCE MAJEURE:

- 13.1 For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- 13.2 The failure of a party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

14.0 RESOLUTION OF DISPUTES AND ARBITRATION:

- 14.1 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitrator shall be appointed by the concerned Chief General Manager/ General Manager (Co-ordination). The Arbitration shall be conducted at DFCCIL Office, Jaipur in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.
- 14.2 Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

15.0 TERMINATION OF CONTRACT:

In case the services of the security agency/ company/ corporation are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by DFCCIL by giving one month notice. In case if corrective action is not taken by the security agency/ company/ corporation, DFCCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if Contract is to be terminated on the grounds of serious misconduct or due to any act which requires immediate vacation of DFCCIL premises by the security agency/ company/ corporation. In case of termination of contract, the Security Deposit shall be forfeited by the DFCCIL. Unsatisfactory Service in this case would be frequent absence or poor attendance of the Security Staff, delay or inability to provide replacements, poor performance of Security Staff, poor discipline, discourteous behaviour of staff, indiscipline in the premises etc. (which includes Usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) or any non-compliance of the provisions of the contract.

16.0 Jurisdiction of Courts:

The Courts of Jaipur shall have exclusive jurisdiction in all matters arising out of and under this contract.

17.0 Rights of DFCCIL:

DFCCIL reserves the right to change the shift timings of the security staff, deployment of security staff and increase/ reduce the number of security staff whenever it feels necessary.

DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically affecting the core of the contract.

18.0 IMPLEMENTATION OF INTEGRITY PACT (As per norms):

- (a) To improve transparency and fairness in the tendering and contract management, DFCCIL has implemented the Integrity Pact.
- (b) Integrity Pact is to be signed by the successful bidder and the DFCCIL Officer-in-charge in the format enclosed at the Annexure V.
- (c) The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.



Section-5

Special Conditions of Contract

1.0 DEPLOYMENT

1. All deployed security staff shall necessarily be ex-servicemen and meet the DGR norms/guidelines.
2. The security personnel will be required to be deployed round the clock in three shifts or as notified by DFCCIL.
3. The Contractor shall ensure that the deployment is done on all days of a month [seven (7) days a week] irrespective of weekly off days, National holidays or other holiday and without any extra payment.
4. The deployment of security personnel shall be decided in consultation with DFCCIL, round the clock per shift/point as per the requirement of DFCCIL from time to time
5. The security agency/ company/ corporation shall submit to DFCCIL a list of all security guards/supervisor deployed by them in the jurisdiction of GM/Co-ordination/Jaipur and CGM/Ajmer giving their details like age, address, discharge certificate from the armed forces, etc.
6. Security guards/supervisor who are trained/ experience of having worked satisfactorily in the past and are physically fit and are of proven integrity shall only be posted.
7. In case of unsatisfactory performance or misbehavior by any of the deployed security personnel, Contractor shall make immediate arrangements to replace the individual on advice of DFCCIL.
8. All security staff deployed by the security agency/ company/ corporation will be governed as per the guidelines and norms laid down by the Directorate General of Resettlement, Ministry of Defense.
9. No security personnel deployed on duty will leave the workplace/ beat unless properly relieved. Workplace/ beat shall not remain unmanned anytime during the period of the contract.
10. Only persons/vehicle with valid identity card/ valid passed issued by DFCCIL will be allowed entry into the jurisdiction.
11. If as a result of negligence of the security personnel the DFCCIL suffers any loss, the security agency/ company/ corporation shall be liable to make good the loss.
12. The security agency/ company/ corporation will indemnify the employer against any claim, loss, damage occurred or caused to the employer due to willful acts or omissions or carelessness or negligence of the employed by the company, while on duty.
13. The security personnel will not be treated as the employees of the DFCCIL, but they will be the employees of security agency/ company/ corporation and liabilities on the account of said employees will be that of the security agency/ company/ corporation.
14. The security agency/ company/ corporation shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of DFCCIL. In case the security agency/ company/ corporation contravenes this condition, DFCCIL shall be entitled to place the contract elsewhere at the cost and risk of the security agency/ company/ corporation and all expenses borne on this account shall be recovered from the concerned security agency/ company/ corporation.



2.0 OBLIGATIONS OF THE SECURITY AGENCY/ COMPANY/ CORPORATION

The security agency/ company/ corporation shall:

- a. Be responsible for round the clock security and surveillance of station building, station area, Integrated Maintenance Depot (IMD), Integrated Sub Maintenance Depot (ISMD), Auto Location Huts (ALH), Tele Huts, track machine depot, railway sidings, Over Head Equipment (OHE) Depot, track & its fittings, signal equipments, Tower Wagon Sheds (TWSs), Machine Maintenance Units (MMUs), Traction Sub Stations (TSSs), Sectioning and Paralleling Posts (SPs), Sub Sectioning and Paralleling Posts (SSPs), other infrastructure, equipments and fittings etc in the jurisdiction.
- b. Ascertain the antecedents of security staff being employed. Police verification of all employees should be done by the director/ proprietor of the security agency/ company/ corporation. The director/ proprietors are directly responsible for the action of his/her employees wherever employed.
- c. Ensure that the security guards/supervisor deputed for duty in the jurisdiction of GM/Co-ordination/Jaipur and CGM/Ajmer are of sound character, integrity and are competent/qualified to carry out the duties assigned to them.
- d. Ensure that each security staff shall always be in proper uniform, wear name badges and possess a torch (during evening & night shift) a baton to be supplied by the contractor and maintain decorum of good behavior at all times;
- e. Ensure that all deployed security personnel are trained in firefighting operations, first aid and emergency rescue operations.
- f. Exercise the greatest possible care and take adequate preventive measures against theft, sabotage and damages of DFCCIL's property including material and machinery. Any loss of damage caused due to the negligence of the security personnel in the performance of their duty shall be charged to the security agency/ company/ corporation.
- g. Conduct periodic and surprise inspection of jurisdiction including night inspection, at least once in a week and submit report to the nominated officer at DFCCIL.
- h. Ensure that all security guards/supervisors posted in the jurisdiction of GM/Co-ordination/Jaipur and CGM/Ajmer shall scrupulously follow the laid down instructions, rules and advices.
- i. Properly train its nominated security personnel to maintain liaison with the Local Police, Railway Protection Force and DFCCIL officer-in-charge about any untoward incident in the jurisdiction on round the clock basis.
- j. Properly train its nominated security personnel to maintain liaison with Fire Brigade Station, and inform them immediately in case of any fire incident.
- k. Maintain proper records and registers as required/may be prescribed by DFCCIL.
- l. Strictly comply all the relevant guidelines/stipulation contained in DGR's sponsorship letter No.2112/SA/DFCC/2019/Rajasthan/3484/3533/3802/Emp dt. 24.06.19 and DGR guidelines issued vide Ministry of Defense's office memorandum no. 28(3)/2012-D(RES-1) dated 09/07/2012 along with amendment dated 16/01/13 or latest DGR guideline as applicable.
- m. Ensure that security guards/supervisor obeys the instruction of officers under whose control they are expected to work.
- n. The above lists of covenants are only illustrative and not exhaustive.



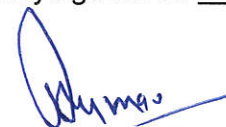
- o. The attendance rolls for security staff deployed by the security agency/company/corporation in the jurisdiction of GM/Co-ordination/Jaipur and CGM/Ajmer shall be provided by the security agency/company/ corporation and shall be monitored and maintained by them. These attendance rolls shall be signed by the authorized representative of the security agency/ company/ corporation which shall be verified by the nominated officer of DFCCIL.
- p. **PENALTY:** For any negligence on duty, misbehavior, violation of contractual obligation, not wearing proper uniform, poor performance & non-observance of punctuality, etc. DFCCIL at their discretion may impose a penalty of such amount on the security agency/ company/ corporation which may not exceed Rs. 1,000/- for every such incident.

q. **Updation of labour data on Shramik Kalyan portal:**

The security agency/ company/ corporation shall abide by the provisions of the Payment of Wages Act & Minimum Wages Act in terms of clause 54 & 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. The security agency/ company/ corporation shall register his agency/company etc, and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done under:

- a) The security agency/ company/ corporation shall apply for onetime registration of his/her company/firm etc in the Shramik Kalyan portal with requisite details subsequent to issue of Letter of Acceptance. The Chief General Manager/General Manager (Co-ordination) or his/her representative shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) The security agency/ company/ corporation once approved by the Chief General Manager/General Manager (Co-ordination) or his/her representative, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his/her favour.
- c) The security agency/ company/ corporation once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/ Contract Agreements on Shramik Kalyan portal within 15 days of issue of any LoA for approval of concerned the Chief General Manager/General Manager (Co-ordination) or his/her representative. The Chief General Manager/General Manager (Co-ordination) or his/her representative shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- d) After approval of LoA by the Chief General Manager/General Manager (Co-ordination) or his/her representative, the security agency/ company/ corporation shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan portal on monthly basis.
- e) It shall be mandatory upon the security agency/ company/ corporation to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

While processing payment of any 'On Account bill' or 'Final Bill' or release of 'Advances or 'Performance Guarantee/ Security Deposit', the security agency/ company/ corporation shall submit a certificate to the Chief General Manager/General Manager (Co-ordination) or his/her representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at 'www.shramikkalyan.indianrailways.gov.in till ____ Month, ____ Year".



SECTION 6

SCOPE OF WORK

1.0 Scope of Work

The security agency/ company/ corporation is required to provide security guards/ supervisor for protection and safe guard of DFCCIL property and assist the Railway Protection Force **in the jurisdiction of GM/Co-ordination/Jaipur & CGM/Ajmer (DFC Km. 1229.740 to 937.622 = Total 292.118 Km.), Phulera DN CL – 4.67 Km, Phulera UP CL – 13.11 Km, Connection to IR Bangurgram station = 0.20 Km & Cement siding at Bangurgram station = 0.5 Km.** They shall perform the following functions and based at DFCCIL stations/IMD.

- a. To protect and safeguard DFCCIL property and assist in removal of any obstruction in train movement.
- b. Provide round the clock security and surveillance of station building, station area, Integrated Maintenance Depot (IMD), Integrated Sub Maintenance Depot (ISMD), Auto Location Huts (ALH), Tele Huts, tower wagon sheds, track machine depot, railway sidings, Over Head Equipment (OHE) Depot, track & its fittings, signal and electrical equipment's, Traction Sub Stations (TSSs), Sectioning and paralleling Posts (SPs), Sub Sectioning and paralleling Posts (SSPs), microwave, other infrastructure, equipment's and fittings etc in the jurisdiction. (As per the list to be provided from time to time).
- c. Monitoring of CCTV at station/Integrated Maintenance Depot (IMD) etc. round the clock and attending to all kinds of abnormal and emergency situation.
- d. Track patrolling in sensitive/vulnerable area of DFCCIL.
- e. Assist Station in-charge in maintaining security of station and prevent trespass through the station area.
- f. Assist LC Gateman in managing gate closure and traffic movement across level crossing gate.
- g. Assist during any kind of failures/emergency in station/track area/jurisdiction.
- h. Co-operate with all departments/unit of DFCCIL.
- i. Assist Railway Protection Force to reduce incidents of theft, pilferages, losses and shortage of booked consignment leading to claim for compensation and combat crimes affecting property of DFCCIL including its revenue.
- j. Assist Railway Protection Force to conduct inquiries into the theft cases of DFCCIL property or goods in transit, etc.
- k. Maintain close liaison, on behalf of the DFCCIL, with the Railway Protection Force, state police including the railway police as well as the civil administration for ensuring better protection and security to the DFCCIL property.
- l. Any other security related task associated with above activities and/or assigned from time to time by DFCCIL officials.

Section 7

FINANCIAL BID

7.1 DGR Norms for Calculation of Wages for Different Categories of Security Personnel

The details of deployment of security guards/ supervisor and their wages* are given below.

DGR Norms for Calculation of Wages for Security Services

S.No.	Description	Percentage (This is to be read in conjunction with latest rules/Acts regulations and policy promulgated by competent Govt. Authority)	Security guards without arms (Skilled)	Supervisor
(a)	Basic wages (BW) plus variable Dearness Allowance (VDA)			
(b)	Employee State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI	4.75% of basic plus VDA		
(c)	Employee Provident fund (EPF)	12% of Basic plus VDA		
(d)	Employee Deposit linked insurance(EDLI)	0.5% of Basic plus VDA		
(e)	Administrative Charges (EPF & EDLI)	0.50% of Basic plus VDA		
(f)	House rent Allowance (HRA)	8% of Basic plus VDA or Rs.1800 (whichever is higher)		
(g)	ESI/Medical Allowance on HRA	4.75% of HRA		
(h)	Bonus	8.33% per month (Basic + VDA)		
(i)	Uniform Outfit Allowance	5% of Basic plus VDA		
(j)	Uniform Washing Allowance	3% of Basic plus VDA		
k	SUB TOTAL Sum of (a) to (j)			
l	Relieving Charges 1/6 th of total of serial (k)**	1. To be incorporated only when a reliever is provided on paid rest days. 2. All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt. Departments		
m	Total Cost Per Day			
n	Service Charge	@ 14% (of serial m)		
o	Sum Total			
p	GST	As per prevailing rates (as notified from time to time)		
q	Grand Total excluding GST			

	Description	Location	Number	*Monthly salary of each person	Total Rs. (per month)	Total Rs. (per annum)
1	Security guards/supervisor	The Jurisdiction of WDFC-I i.e. from New Srimadhopur to New Chandawal	Supervisor- 01 Guards- 10			
	Total					
	Total for 02 years					

* As prescribed by DGR for Area 'C'

1. Agency is required to quote their Rate (Service Charge) online in the given format of Excel Sheet on Website www.tenderwizard.com/DFCCIL in terms of percentage. Only Rate quoted online shall be considered for Evaluation.

The details of deployment of security guards/ supervisor and their wages* are given below.

DGR Norms for Calculation of Wages for Security Services

S.No.	Description	Percentage (This is to be read in conjunction with latest rules/Acts regulations and policy promulgated by competent Govt. Authority)	Security guards without arms (Skilled)	Supervisor
(a)	Basic wages (BW) plus variable Dearness Allowance (VDA)			
(b)	Employee State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI	4.75% of basic plus VDA		
(c)	Employee Provident fund (EPF)	12% of Basic plus VDA		
(d)	Employee Deposit linked insurance(EDLI)	0.5% of Basic plus VDA		
(e)	Administrative Charges (EPF & EDLI)	0.50% of Basic plus VDA		
(f)	House rent Allowance (HRA)	8% of Basic plus VDA or Rs.1800 (whichever is higher)		
(g)	ESI/Medical Allowance on HRA	4.75% of HRA		
(h)	Bonus	8.33% per month (Basic + VDA)		
(i)	Uniform Outfit Allowance	5% of Basic plus VDA		
(j)	Uniform Washing Allowance	3% of Basic plus VDA		
k	SUB TOTAL Sum of (a) to (j)			
l	Relieving Charges 1/6 th of total of serial (k)**	3. To be incorporated only when a reliever is provided on paid rest days. 4. All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt. Departments		
m	Total Cost Per Day			
n	Service Charge	@ 14% (of serial m)		
o	Sum Total			
p	GST	As per prevailing rates (as notified from time to time)		
q	Grand Total excluding GST			

	Description	Location	Number	*Monthly salary of each person	Total Rs. (per month)	Total Rs. (per annum)
1	Security guards/supervisor	The Jurisdiction of WDFC-I i.e. from New Srimadhopur to New Chandawal	Supervisor-01 Guards- 10			
	Total					
	Total for 02 years					

* As prescribed by DGR for Area 'B'

Agency is required to quote their Rate (Service Charge) online in the given format of Excel Sheet on Website www.tenderwizard.com/DFCCIL in terms of percentage. Only Rate quoted online shall be considered for Evaluation.

Section -8

ANNEXURE-I

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated:

To,

Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex, 5th Floor,
Pragati Maidan, New Delhi-110001

Reference: Contract No....., awarded on

This deed of Guaranty made this day of _____ between _____ (name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for deployment of _____ (hereinafter called "the contract") to M/s _____ its registered office at _____ (hereinafter called "the Contractor").

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

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

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words) only.

We _____ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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



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

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

Provided always that we _____ (name of bank) unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we _____ (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We _____ (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

The expressions "the Employer", the "Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

We _____ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.



Notwithstanding anything to the contrary contained hereinbefore:

- (i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. _____ (in words).
- (ii) This Bank Guarantee shall be valid from _____ to _____, unless extended on demand by Employer.
- (iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before _____.
- IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on ____ this day of _____ being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal

Name :
Designation :
Address :

Witness:

1) Name :
Designation:
Address :

2) Name :
Designation:
Address :

ANNEXURE-II

FORM OF AGREEMENT

(TO BE EXECUTED ON A RS.100/-NON JUDICIAL STAMP PAPER)

Name of the work:

This agreement is made on the ---day of ----- between DFCCIL herein after called "the Employer" of the one part and M/s-----herein after called "the contractor" of the other part.

Whereas the Employer is desirous that the work of "Herein after called the "works" and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.

2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- (a) Letter of Acceptance (LOA).
- (b) Notice Inviting Tender.
- (c) Check List for Documents to be submitted.
- (d) Instructions to Bidders.
- (e) General Conditions of Contract.
- (f) Scope of work/ services.
- (g) Special Conditions of Contract.
- (h) Financial Bid.
- (i) Corrigendum/Addendums if any.
- (j) Successful Tenderer's Submittal.
- (k) All Tender Forms & Annexure.
- (l) The Bidder's undertaking.
- (m) DGR Guidelines and Norms.
- (n) DGR Sponsorship Letter dt.....
- (o) Documents to be submitted as per Check Sheet not covered in Successful Tenderer's Submittal/Any Other Relevant Document.

3.0 SCOPE AND DURATION OF CONTRACT:

3.1 The Scope of Work/Contract is as per para1 of Section 6 of the Tender Document.

3.2 The contract shall be for a period of two (2) years commencing from ----- to ----- as mentioned in the Letter of Acceptance and may be extendable further for a period of two (2) years subject to available quota of guards, satisfactory performance and at Rates, Terms and Conditions in accordance with DGR Wage Notification.



4.0 In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.

5.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.----- being the sum stated in the Letter of Acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

6.0 RESOLUTION OF DISPUTES AND ARBITRATION:

6.1 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitrator shall be appointed by the concerned Chief General Manager/ General Manager (Co-ordination). The Arbitration shall be conducted at DFCCIL Corporate Office, New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

6.2 Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

7.0 OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements as evidence of filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.



8.0 JURISDICTION OF COURT:

The courts at shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and On Behalf of the Contractor

Signature of the Authorized Official

Name of the Official

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the Said

.....Name

.....

On Behalf of the Contractor in the

Presence of

Witness.....

Name.....

Address.....

For and On Behalf of the Employer

Signature of the Authorized Official

Name of the official

Stamp/Seal of the Employer

By the Said

.....Name

.....

On Behalf of the Contractor in the

Presence of

Witness.....

Name.....

Address.....



ANNEXURE-III

CONSTITUTION OF THE AGENCY/COMPANY/ CORPORATION

1.0 Full name of DGR sponsored Company/Corporation/Agency and Year of Establishment.

1.0 Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any.

3.0 Registered/Branch Office in India. _____

Address on which correspondence regarding this tender should be done.

4.0 Constitution of Agency/Company (Give full details including Name of Partners/Executives/Power of Attorney/Holders etc.) Documentary Evidence to be attached.

5.0 Particulars of Registration with Government.



ANNEXURE- IV

Declaration for Input Tax Credit for DFCCIL

This is to confirm that I, _____ (Name of Authorized Person of Company/Corporation/Agency), _____ (Designation of this Person) at _____ (Name of the Company/Corporation/Agency), have passed the benefit of Input Tax Credit available on the _____ (goods/services) having HSN _____ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Services Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case _____ (Name of the Company/Corporation/Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the _____ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Authorized Person _____

Name of the Authorized Person _____

Designation _____

Name of the Company/Firm/Agency _____



Annexure V

PRE CONTRACT INTEGRITY PACT

General

This Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between, on the hand, the DFCCIL acting through Shri/Smt _____ (Designation of the officer), (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his/her successors in office and assigns) of the First Part and M/s _____ represented by Shri/Smt _____, (Designation/Chief Executive Officer) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure _____ Services Contract _____ the _____ (Contractor) is willing to offer/has offered for stores or works.

WHEREAS the _____ (Contractor) is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said _____ Services Contract 0 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure _____ Services Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.



The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the CLIENT

- CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with _____ Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the _____ (Contractor) either for themselves or any person, organization or third party related to the _____ Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the _____ Services Contract.
- The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular _____ (Contractor) in comparison to other BIDDERS.
- All the officials of the CLIENT will report to the appropriate Government/PSU office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) reported by the _____ (Contractor) to the CLIENT with full and verifiable facts and the same is prime facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the _____ Services Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the _____ Contract would not be stalled.

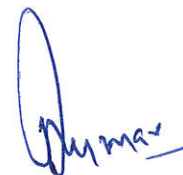
3 Commitments of BIDDERS

The _____ commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the _____ Contract or in furtherance to secure it and in particular committee itself to the following:-

- 3.1 The _____ will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the _____ Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the _____ Contract.
- 3.2 The _____ Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or

forbearing to do or having done any act in relation to the obtaining or execution of the _____ Contract or any other _____ Contract with the Government/PSU for showing or forbearing to show favour or disfavour to any person in relation to the _____ Contract or any other _____ Contract with the Government/PSU.

- 3.3 _____ Contractor shall disclose the name and address of agents and representatives and Indian _____ (Contractor) shall disclose their foreign principals or associates.
- 3.4 _____ Contractor shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 _____ Contractor further confirms and declares to the CLIENT that the _____ Contractor is the authorized Government/PSU sponsored agency and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or nay of its functionaries, whether officially or unofficially to the award of the _____ Services Contract to the _____ Contractor nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The _____ Contractor either while presenting the bid or during pre-contract negotiations or before signing the _____ Services Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the _____ Contract and the details of services agreed upon for such payments.
- 3.7 The _____ (Contractor) will not collude with other parties interested in the _____ Services Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the _____ Services Contract.
- 3.8 The _____ (Contractor) will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The _____ (Contractor) shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The _____ (Contractor) also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The _____ (Contractor) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



3.11 The _____ (Contractor) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the _____ (Contractor) or any employee of the _____ (Contractor) or any person acting on behalf of the _____ (Contractor), either or indirectly, is a relative of any of the officials of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the _____ (Contractor) at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The _____ (Contractor) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

4. The _____ (Contractor) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The _____ (Contractor) agrees that if it makes incorrect statement on this subject, _____ (Contractor) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Security Deposit

5.1 Validity of Security Deposit shall be as per terms and conditions of the contract.

5.2 In case of the successful _____ (Contractor) a clause would also be incorporated in the Article pertaining to Security Deposit in the Canteen Services Service Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Security Deposit in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.3 No interest shall be payable by the CLIENT to the _____ (Contractor) on Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the _____ (Contractor) or any one employed by it or acting on its behalf (with or without the knowledge of the Canteen Services Agency) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-



(i) The Security Deposit (after the _____ Services Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

(ii) To immediately cancel the _____ Services Contract, if already signed, without giving any compensation to the _____ (Contractor).

(iii) To recover all sums already paid by the CLIENT, and in cases of an Indian _____ (Contractor) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a _____ (Contractor) from the country other than India To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the _____ (Contractor). However, the proceedings with the other BIDDER(s) would continue.

(iv) With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the _____ (Contractor) from the CLIENT in connection with any other _____ Services Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the _____ (Contractor), in order to recover the payments, already made by the CLIENT, along with interest.

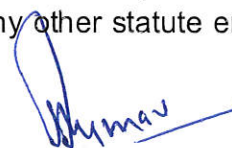
(vi) To cancel all or any other Contracts with the _____ (Contractor). The _____ (Contractor) shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the _____ (Contractor).

(vii) To debar the _____ (Contractor) from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

(viii) To recover all sums paid in violation of this Pact by _____ (Contractor) to any middleman or agent or broker with a view to securing _____ Services Contract the contract.

(ix) In case where irrevocable Letters of Credit have been received in respect of any _____ Services Contract signed by the CLIENT with the _____ (Contractor), the same shall not be opened.

6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the _____ (Contractor) or any one employed by it or acting on its behalf (whether with or without the knowledge of the _____ (Contractor), if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.



6.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the _____ (Contractor) shall be final and conclusive on this _____ Services Contract. However, the _____ (Contractor) can approach the Independent Monitors(s) appointed for the purpose of this Pact.

7. Fall Clause

7.1 The _____ (Contractor) undertakes that it has not supplied/is not supplying similar service at a rate (Service Charge) lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the _____ (Contractor) to any other Ministry/ Department of the Government of India or a PSU at a lower rate (Service Charge), then that very rate, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the _____ (Contractor) to the CLIENT, if the _____ Services Contract has already been concluded. This will not be applicable in those cases where DGR has revised the Service Charge which is higher than the earlier quoted service charge.

8. Independent Monitors

- 8.1 The CLIENT may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or has reason to believe, a violation of this Pact, he/she will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The _____ (Contractor) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and document of the _____ (Contractor) with confidentiality.



8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the _____ (Contractor) and the _____ (Contractor) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the _____ Contract to the satisfaction of both the CLIENT and the _____ (Contractor), including warranty period, whichever is later. In case _____ (Contractor) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the _____ Contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

CLIENT

Name of the Officer

Designation

Dept./Ministry/PSU

BIDDER

(Service Provider)

Witness

1. _____

2. _____

