

Tender No. "DFCC/BRC/Security/2015-16/11

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

Name of Work: - Engagement of manpower service provider for providing Round the Clock security of the office of Chief Project Manager/ DFCCIL, Vadodara unit.

**SINGLE PACKET OPEN TENDER**

**TENDER No - DFCC/BRC/Security/2015-16/11**

**TENDER DOCUMENT  
NOT TRANSFERABLE**

**Dedicated Freight Corridor Corporation of India Ltd., 4<sup>th</sup>  
Floor, "A" Block, Narmada Naher Bhavan, SSNNL's Office,  
Channi Jakat Naka, Vadodara-390 002**

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**CHECK LIST**

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPILED BEFORE SEALING THE TENDER DOCUMENT:-		
Sr.No.	Description	Done or Not
1	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	<input type="checkbox"/>
2	Declaration regarding no relative being employed on DFCCIL at Annexure- X has been filled.	<input type="checkbox"/>
3	Address for correspondence has been given at Section 1 & the Envelope has to be addressed accordingly.	<input type="checkbox"/>
4	Tenderer's General information filled up in Annexure- VIII with attached documents/proof page marked/indicated.	<input type="checkbox"/>
5	All the Annexure from Annexure- I to Annexure X properly filled up and relevant documents attached and indicated in Annexure, where asked.	<input type="checkbox"/>
6	Company seal should be put.	<input type="checkbox"/>
7	The Tender shall be accompanied with the following:-	<input type="checkbox"/>
	1. Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender documents.	<input type="checkbox"/>
	2. Partnership deed/resolution as applicable has been attached.	<input type="checkbox"/>
	3. Power of Attorney as applicable has been attached.	<input type="checkbox"/>
	4. Any other relevant documents have been attached.	<input type="checkbox"/>
8	The Tender document shall be sealed in a cover property. Any loose Paper/documents separately shall not be considered as part of Tender offer.	
9	RATES TO BE QUOTED ON RATE SHEET ONLY.	

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डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.



भारत सरकार (रेल मंत्रालय) का उपक्रम

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

A Govt. of India (Ministry of Railways)Enterprise

Forwarding letter by Tenderer(s)

To,  
Chief Project Manager  
DFCCIL,  
Vadodara

Name of Work: - Engagement of manpower service provider for providing Round the Clock Security of the office Of Chief Project Manager/ DFCCIL, Vadodara unit.

Ref:

I/We..... have read the various conditions of Tender attached hereto and hereby agree to Tenderer by the said conditions. I also agree to keep this Tender single packets Tender for acceptance for a period of 90 days from the date fixed for opening the same. I/We offer to do the work as set out in the Tender Document. I/We also agree to the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of Tender.

1. A sum of Rs. 14,400.00 (Rupee Fourteen Thousand Four Hundred 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/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.

OR

I/We do not commence the work within 15 days after receipt of orders to that effect. OR

After submitting my/our tender, if I/we resile from my/our offer or modify the term and conditions thereof in a manner not acceptable to the DFCCIL.

2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the DFCCIL within 30 days after issue of letter of acceptance. Extension of time for submission of PG beyond 30 days and up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the contract agreement with penal interest @ 15% per annum for period delay beyond 30 days & up to 60 days.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

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डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.



भारत सरकार (रेल मंत्रालय) का उपक्रम

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

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Section:- 1

**NOTICE FOR INVITING BIDS**

Tender No.	DFCC/BRC/Security/2015-16/11
Name of Work	Engagement of manpower service provider for Round the Clock security services of the office of Chief Project Manager/ DFCCIL, Vadodara unit.
Estimated Cost of Work	<b>Rs. 7,18,320.00</b> ( Rs Seven Lac Eighteen Thousand Three Hundred Twenty Only)
Completion Period	Two Years
Type of BID	Single Packet Open Tender
Earnest Money	Rs. 14,400.00
Date and time of submission of filled tender document	Up to 15.00 hrs of 29.02.2016
Date and time of opening of tender	At 15.30 hrs. of 29.02.2016
Authority and place for submission of completed tender document	Dedicated Freight Corridor Corporation of India Ltd., 4 <sup>th</sup> Floor, "A" Block, Narmada Naher Bhavan, SSNNL's Office, Channi Jakat Naka, Vadodara-390 002
Address for Communication	Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 4 <sup>th</sup> Floor, "A" Block, Narmada Naher Bhavan, SSNNL's Office, Channi Jakat Naka, Vadodara-390 002
Tender Fees and Website	Tender document can be obtained from the office of DFCCIL/Vadodara on all working days between 10.00 to 18.00 hrs by paying Tender Fee of Rs.2000/- (Two Thousand only) by way of DD/Pay Order/Demand Draft in favor of DFCCIL payable at Vadodara. The Tender document can also be downloaded from company's website <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> and the same will be accepted along with the tender fee of Rs.2000/- (Two Thousand Only) through a separate Demand Draft/pay order drawn on any nationalized/scheduled bank favoring "DFCCIL payable at Vadodara". Offers without cost of tender paper will be liable to reject.

Block "A", Narmada Naher Bhavan, (Sardar Sarovar Narmada Nigam Ltd Office), Chhani Jakat Naka, Vadodara – 390 002 .  
Tel.: +91-265-2760229, Fax: 0265-2760327, Web: [www.dfccil.gov.in](http://www.dfccil.gov.in)

## Invitation of Bidder (IFB)

Dear Sir,

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Chief Project Manager, DFCCIL, Vadodara, for and on behalf of DFCCIL invites, Tender in Single Packets Tender system, from the Service provider firms for engagement of manpower for Security of office of Chief Project Manager/DFCCIL/Vadodara

### 2.1 SCOPE OF WORK

Manpower service Provider has to provide services of outsourced persons for Security (As per Annexure-I) at DFCCIL, 4<sup>th</sup> Floor, "A" Block, Narmada Naher Bhavun, SSNNL's Office, Channi Jakat Naka, Vadodara-390 002

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

S.No	Tender No.	DFCC/BRC/Security/2015-16/11
1	Name of Work	Engagement of manpower service provider for Round the Clock security services of the office of Chief Project Manager/ DFCCIL, Vadodara unit.
2	Estimated Cost of Work	<b>Rs.7,18,320.00</b> ( Rs Seven Lac Eighteen Thousand Three Hundred Twenty Only)
3	Completion Period	24 ( Twenty Four months)
4	Cost of tender document	Rs 2,000/- ( Rs Two thousand only)
5	Availability of tender document	Up to 14.00 Hrs of 29.02.2016
6	Type of Tender	Open tender, single packet
7	Earnest Money	Rs. 14,400.00 ( Rs Fourteen Thousand Four Hundred Only)
8	Date and time of submission of Tender	up to 15.00 Hrs. of 29.02.2016
9	Date and time of opening of Tender	29.02.2016 at 15.30 hrs.
10	Validity of Offer	90 Days from the date of opening of Tender
11	Authority and place for purchase/ submission of Tender document & address for Communication	Office of Chief Project Manager; DFCCIL 4 <sup>th</sup> Floor, "A" Block, Narmada Naher Bhavun, SSNNL's Office, Channi Jakat Naka, Vadodara-390 002

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

## **Section 3**

### Information and Instructions to Tenderer(s)

#### 3.1 INFORMATION

- 3.1.1 Tender has been invited under 'single packet' system.
- 3.1.2 The Tenderer(s) may collect the Tender document from the address and timings mentioned in SECTION-I of the tender document.
- 3.1.3 Tender documents are also available on the official web site of DFCCIL mentioned at Clause 2.2.2 of the tender document.
- 3.1.4 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document. Tenders received without tender fee shall be summarily rejected.
- 3.1.5 The tender document must be accompanied by a valid Earnest Money as per clause 3.7 of the tender document. Tenders received without Earnest Money shall be summarily rejected.
- 3.1.6 Each page of this Tender document shall be submitted duly signed and stamped. Tender document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer(s).
- 3.1.7 All Tenders shall be submitted in accordance with the instruction contained in these documents (hereinafter called as Tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.8 A firm shall submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.9 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.10 If the Tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.11 The proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 3.1.12 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.



- 3.1.13 The Tenderer(s) downloading the documents from internet must keep themselves Updated through the website [www.dfccil.gov.in](http://www.dfccil.gov.in) regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the website. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.14 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.15 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 3.1.16 No Joint Venture firms (JV's) are allowed to participate in the tender of value less than Rs. 10 Crore.

### 3.2.2 SUBMISSION OF BIDS

- 3.1 Tender has been invited under 'single packet' system. All bids shall be submitted in sealed cover which should be super scribed as Tender No. "DFCC/BRC/Security/2015-16/11" for the work of "Engagement of manpower service provider for providing Round the clock security for twenty four months of the office of Chief Project Manager/DFCCIL/Vadodara unit. It will be sole responsibility of the tenderer to ensure that the sealed cover in not handed over to receipt/dispatch staff by his representative. The bids in sealed cover are either to be sent by registered post/speed post/courier to the address of the Chief Project Manager; DFCCIL , 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara - 390 002, so as to reach the office not later than 15-00 hrs. on 29.02.2016 or to be deposited by tenderers representative in the special box allotted for this contract in the office of Chief Project Manager; DFCCIL; 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara - 390002. Tender box will be sealed at 15-00 hrs. on. 29.02.2016. The tender papers will not be sold after 14-30 hrs. on 29.02.2016. The tender will be opened on the same day at 15-30 hrs. in the office of Chief Project Manager; DFCCIL; 4<sup>th</sup> floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara-390 002, in the presence of tenderers or their authorized Representatives who wish to remain present.
- 3.2 In case 29.02.2016 is declared as holiday, tender will sold/ received up to 14:30 hrs /15:00 hrs respectively on next working day and will be opened at 15:30 hrs on that day.

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3.3 Each page of this bid document shall be submitted duly signed and stamped. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer and any other document specified in tender schedule.

3.4 All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as bid documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected

3.5 The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents will be summarily rejected.

3.6 Issuance of bid documents will not automatically mean that such parties are considered qualified. DFCCIL is not responsible for loss/delay of any tender in transit.

3.7 Conditional tenders shall be summarily rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. DFCCIL will not take cognizance of any other conditions/ variations from the tender stipulations mentioned at any other place in the tender documents.

### **3.4 GENERAL INFORMATION**

3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.

3.4.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender Document by post. DFCCIL is not responsible for loss/delay of any tender in transit.

3.4.3 Issuance of Tender documents will not automatically mean that such parties are considered qualified.

3.4.4 The agency will be awarded initially work for period specified vide clause 2.2 SI 3 of tender document.

3.4.5 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

### **3.5 VALIDITY OF PROPOSAL**

3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(s) liable for forfeiture of his Earnest Money deposit. The Tenderer(s) cannot withdraw their offer within the period of validity / extended validity.

### **3.6 TENDER FEE**

3.6.1 Cost of tender form as per clause 2.2 (Sr. No.4) of the tender document is to be submitted in the form of pay orders, demand drafts from any nationalized bank or a Scheduled Bank in favor of DFCCIL payable at Vadodara

3.6.2 In case of documents downloaded from internet, cost of tender form as in Para 3.6.1 above shall be submitted along with offer.

3.6.3 Offers not accompanied by valid tender fee will be summarily rejected.

### **3.7 EARNEST MONEY**

3.7.1 The tender must be accompanied by a sum specified in clause 2.2 of the tender document as Earnest Money(EMD) deposited in the form of Deposit receipt, pay orders, demand

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drafts, Banker’s cheque from a nationalized bank or a Scheduled Bank. Earnest Money shall be in favour of DFCCIL payable at Vadodara and duly dis-charged after affixing the revenue stamp on reverse side of the receipt and duly signed on it.

- 3.7.2 The Tenders not accompanied by valid Earnest Money (EMD) shall be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

### **3.8 ELIGIBILITY CRITERIA**

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

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

- 3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tender(s) shall furnish “BRIEF DETAILS OF THE TENDERER(S)” (Annexure-VIII).
- 3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.
- i) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
  - ii) As a Partner or Partners of the firm; or
  - iii) As a Director, Manager or Secretary in a Limited Company etc.
- 3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 4<sup>th</sup> Floor, Narmada Naher Bhavun, SSNNL’s Office, Channi Jakat Naka, Vadodara – 390 002, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

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

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

### **3.11 PROPOSAL EVALUATION**

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal
- 3.11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening.
- 3.11.5 The successful Tenderer(s) would be selected on the basis of least commission quoted by the valid Tenderer(s) on the pay payable to the outsourced person as indicated in Annexure-I

### **3.12 ENGAGEMENT OF PERSONNEL**

- 3.12.1 Persons provided should possess requirement of job and have good behavior and unblemished record and character. The copy of police verification is to be submitted by the contractor of all the guards being deployed.

### **13. AWARD OF CONTRACT**

- 3.13.1 The DFCC will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2 Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).
- 3.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter.
- 3.13.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the DFCCIL.

### **3.14 CONFIDENTIALITY**

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

### **3.15 CHECK LIST**

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

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

## SECTION 4

### **GENERAL CONDITIONS OF CONTRACT**

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

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

#### **4.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

- 4.1.1 The expression "Department"/ "Client"/ "DFCCIL"/ "Corporation"/Employer as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.2 "Officer"/ "Officer-in-charge"/ "DFCCIL's representative" of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3 The "Contract" shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.4 The "Contractor/ Tenderer(s)" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.5 The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.6 The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of commencement of work as per Letter of Acceptance.
- 4.1.7 A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8 A "month" shall mean a calendar month.
- 4.1.9 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10 "Client" means Dedicated Freight Corridor Corporation of India Limited..
- 4.1.11 "Data Sheet" means such part of the Instructions to Tenderer(s) used to reflect

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specific assignment conditions.

4.1.12 "Day" means calendar day.

4.1.13 "Government" means the Government of India.

4.1.14 "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;

4.1.15 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.

4.1.16 "Proposal" means the Technical Proposal and the Financial Proposal.

4.1.17 "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract..

4.1.18 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.

4.1.19 "Excepted Risks" are risks due to riots (other wise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.

4.1.20 "GCC" mean the General Conditions of Contract.

4.1.21 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.

4.1.22 "Local currency" means the currency of Government of India.

## **4.2 GENERAL INFORMATION**

4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the office of CPM/DFCCIL/VAdodara before submitting the Proposal.

4.2.2 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

4.2.3 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

4.2.4 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.

4.2.5 It is the DFCCIL's's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:

4.2.5.1 Defines, for the purpose of this paragraph, the terms set forth below as follows:

1) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

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- 2) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 3) "collusive practices" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- 4) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- 4.2.5.2 will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- 4.2.5.3 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 4.2.6 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

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

#### **4.3.1 Communication to be in writing**

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party.

### **4.4 INTERPRETATION**

In the contract, except where the context requires otherwise:

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

### **4.5 LANGUAGE OF CONTRACT**

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

### **4.6 ENTIRE AGREEMENT**

- 4.6.1 This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.



#### **4.7 MODIFICATIONS**

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

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

4.8.1 Before submitting a tender, the Tenderer(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the DFCCIL.

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

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

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

4.10.1 Should a Tenderer(s) find discrepancies in or omissions in the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful Tenderer(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

#### **4.11 PARTNERSHIP DEED**

4.11.1 The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, Tenderer(s) shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

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

a) On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favorer of DFCCIL, Vadodara.

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The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LAO). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that,. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".

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

e) The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any other provisions in the contract agreement) in the event of:-

i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the engineer may claim the full amount of the Performance Guarantee.

ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.

iii) The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

#### **4.13 SECURITY DEPOSIT**

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

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

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

4.13.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.

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

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

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

1	<p>a) Registration for ESI, EPF, Service Tax, PAN number.</p> <p>b) Affidavit that the firm has not been blacklisted for business by any government department /PSU and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance.</p>	<p>a) Valid Registration certificates and documents are to be enclosed. Tender document received without valid document/ certificate/ enclosures May be rejected.</p> <p>b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-IX of the bid document. Tender document received without valid document/ Affidavit may be rejected.</p>
2	<p>The contractor shall have valid license for providing private Security in Gujarat State issued by Controlling Authority &amp; Inspector General of police (Law and Order)Gujarat State or valid empanelment letter issued by DGR, Govt. of India, Ministry of Defence, New Delhi.</p>	<p>Valid license and documents are to be enclosed. Tender document received without valid license document/ certificate/ enclosures may be rejected.</p>

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

**4.15 AGREEMENT:**

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

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

4.16.1 Any change in the address of the contractor shall be forthwith intimated in writing to the DFCCIL. The DFCCIL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this

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

4.17.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

#### **4.18 FORCE MAJEURE**

4.18.1 The Obligations of DFCCIL and the Manpower Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

#### **4.19 INDEMNITY**

4.19.1 The Manpower Service Provider shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Manpower Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

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

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

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

4.21.1 Contract shall be commenced as per the date of commencement of the work mentioned in the Letter of Acceptance.

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

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

**4.21.4**

4.21.4 In performing the terms and conditions of the contract, the Manpower Service Provider shall at all Times act as an Independent Manpower Service Provider. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

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

- 4.22.1 If the Firm/Contractor
- 4.22.2 Becomes bankrupt or insolvent, or,
- 4.22.3 Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- 4.22.4 being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- 4.22.5 has execution levied on his goods or property or the works, or
- 4.22.6 assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- 4.22.7 abandons the contract, or
- 4.22.8 persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- 4.22.8 fails to take steps to employ competent and / or additional staff and labour, or
- 4.22.9 promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- 4.22.10 Suppresses or gives wrong information while submitting the tender.
- 4.22.11 In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

**4.23 DETERMINATION OF CONTRACT ON DFCCIL ACCOUNT**

4.23.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards

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

#### **4.24 LABOUR RULES**

4.24.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Chief Labour Commissioner © / New Delhi (Central Government as applicable). The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc to employees/labour.

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

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

#### **4.25 COMPLIANCE OF VARIOUS ACTS:**

4.25.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications there of or rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

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

4.26.1 The employment of any person less than Eighteen years (18 years) of age shall be prohibited from DFCCIL works. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

#### **4.27 SETTLEMENT OF DISPUTES**

4.27.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

##### **4.27.2 Mutual Settlement**

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

**4.28 ARBITRATION**

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

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

**4.29 JURISDICTION OF COURTS**

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

## **SECTION 5 SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS.**

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

### **5.1 INTRODUCTION:-**

5.1.1 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.

### **5.2 DETAILED SCOPE OF WORK**

5.2.1 Manpower service Provider has to provide services of outsourced persons in various categories (As per Annexure –I).

5.2.2 To provide round the clock safety, security, watch & ward services for the Office of Dedicated Freight Corridor Corporation of India limited at Vadodara

5.2.3 To maintain the records of the visitors visiting the DFCCIL Office.

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

### **5.3 TERMS AND CONDITIONS:-**

5.3.1 The manpower service provider shall, if and when so requested by DFCCIL, will provide the Security services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience required is enclosed in Annexure-II.

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

5.3.3 If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of hired Staff and if the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL.

5.3.4 The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.



- 5.3.5 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL (Annexure –I) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
- 5.3.6 The engagement of Manpower Service Provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- 5.3.7 The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.

#### **5.4 PAYMENT TERMS**

- 5.4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure-I), besides the commission payable to the Manpower Service Provider and applicable service Tax.
- 5.4.2 The consideration aforesaid will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days.
- 5.4.3 Against the item mentioned in the schedule, if the contractor fail to provide staff in any shift a penalty of Rs.1000.00 in addition to nonpayment of per day wages for each entrance will be deducted from the monthly bill.
- 5.4.4 In case of the agency/service provider/contractor(s) fails/ fail to provide the proper service(s) as per agreement during the currency of contract, action will be taken against the contractor as per Agreement.

#### **5.5 OBLIGATION OF THE MANPOWER SERVICE PROVIDER**

- 5.5.1 The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 5.5.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 5.5.3 The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.
- 5.5.4 The Manpower service Provider shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of DFCCIL for discharging defined activities/functions.

- 5.5.5 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- 5.5.6 The Manpower Service Provider alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.5.7 The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.5.8 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.5.9 The attendance roll for the personal deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. The attendance roll shall be signed by the proprietor of the Manpower Service Provider or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 5.5.10 Upon a written/oral request being made by DFCCIL in that regard the Manpower Service Provider will, within 24 hours of receipt of such request, discontinue the Manpower Service Provider services found to be unsatisfactory or otherwise objected to by DFCCIL for any reason. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued services.
- 5.5.11 Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or laps on the part of the Manpower Service Provider or of any persons deployed by its pursuant to the contact.
- 5.5.12 The Manpower Service Provider is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 5.5.13 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
- 5.5.14 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Manpower service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL.
- 5.5.15 The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests,

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credits and prestige of DFCCIL.

- 5.5.16 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.5.17 The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.5.18 It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death, disability, sickness).
- 5.5.19 Leave rules is attached as Annexure-III. If a personnel remains absent beyond the period of one day in a month/National holidays/declared holidays, pay will be deducted on pro rata basis, if a substitute is not provided for the period of absence. The facilities including leave etc. are required under various legal provisions shall be so adjusted by outsourcing agency that CTC does not increases.
- 5.5.20 The Manpower service provider should provide Mobile Phone to security staff deputed by him. The cost of mobile phone as well as recharge amount will be borne by the service provider.
- 5.5.21 FIRST AID. The contractor shall maintain at readily accessible place, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- 5.5.22 Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 5.5.23 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account.
- 5.5.24 The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 5.5.25 The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.
- 5.5.26 The personnel deployed by Contractor as security men, must be of a good character,

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polite in nature, physically and mentally fit and skilled in performing his duties. behavior of the personnel shall in no way be detrimental to the DFCCIL Administration. The Contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, and address with his/their left hand thumb impression affixed there on. The name, address and photograph shall be submitted by the contractor to DFCCIL before operating the contract. The Contractor shall issue identity cards to such security personnel.

- 5.5.27 The personnel deployed by contractor shall wear a uniform approved by DFCCIL. The contractor shall also issue a photo identity card, which shall be displayed on the LHS pocket of the shirt so that they can be identified during their duty hours. In case, the personal deployed by contractor does not wear the uniform and / or does not display the identify card as above, penalty @100.00 for each occasion will be charged. The contractor shall issue required material / equipment like raincoat, umbrella, water bottle, batten, and whistle etc to the personnel deployed, failing which penalty @ Rs.100.00 for each occasion will be charged
- 5.5.28 The contractor shall ensure that the security men deployed for performing the duties shall not be in drunken or intoxicated state and if found so he will be summarily removed from this job. If security men is found in drunken or intoxicated state, he will be treated as absent from duty. Decision of DFCCIL in this respect shall be final and binding on the contractor.
- 5.5.29 The contractor shall inspect the overall office security arrangements on his own at least Twice in a month and it should be recorded register, whether any deficiency has been found.
- 5.5.30 The contractor shall maintain an attendance register wherein he shall mark the daily attendance of each individual member of security system by name. This register will be available for inspection as and when required by DFCCIL or any other nominated officer of the DFCCIL for the purpose.
- 5.5.31 The manpower service provider shall verify and certify the satisfactory character and antecedent records of the persons employed by them for this work.

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

1. Services are required at DFCCIL office at Vadodara proposed to be operated at 4<sup>th</sup> Floor, "A" Block, Narmada Naher Bhavan, SSNNL's Office, Channi Jakat Naka, Vadodara. However in case DFCCIL office is shifted to any other location for any reason, services shall be rendered at such new location to be advised by DFCCIL on the same rates and terms and condition and nothing extra shall be paid on account of change in location of office.
2. The security Service of CPM /DFCCIL/Vadodara office will be round the clock. There will be three Shifts of eight hours each for a day. During each shift of eight hours the security person deployed should be different. It is the responsibility the Security agency to manage the weekly off of the persons deployed. Watch and ward services are required to be provided round the clock for all days of the week.
3. It shall be the responsibility of the contractor to provide accessories such as whistle, torch and dandas to security personnel as per land security law at his own cost.
4. The work executed shall be to the satisfaction of DFCCIL representatives. Rate shall include all incidental & contingent work which although not specifically mentioned in the scope are necessary for its completion in a sound and efficient manner.
5. Any damage, deterioration, loss caused to DFCCIL property due to negligence / carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall

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be within their rights to affect necessary recoveries from the contractor's bill or through other means as per the law

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

#### **5.7 QUANTITY VARIATION**

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

#### **5.8 RATES**

- 5.8.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.8.2 All statutory taxes (Except Service Tax) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time (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.
- 5.8.3 Services Tax, as admissible shall be paid extra on submission of proof of deposit.
- 5.8.4 The quoted rates (as per annexure-I) are inclusive of statutory contribution towards the EPF (Employer's contribution), ESI (Employer's contribution), Bonus, and Gratuity as per extant Law. However, the same shall be deposited by the contractor in favor of persons deployed and (Minimum) statutory EPF(Employer's contribution) & ESI(Employer's contribution), Bonus and Gratuity will be reimbursed on submission of proof of same to the satisfaction of DFCCIL.
- 5.8.5 The salary to be paid to the Staff/Persons to be deployed is based on minimum wages decided as per Notification of Govt. Of India, Ministry of Labour & Employment Office of the Chief Labour Commissioner ( C ) New Delhi No.1/17(7)/2015-LS-II Dated 30.03.2015 and the salary shall stand revised to the extent of revision in minimum wages by the same Authority during the currency of contract and the difference in such salary shall be reimbursable by DFCCIL on submission of documentary Proof by the Contractor to the satisfaction of DFCCIL. The decision of DFCCIL will be final and binding.
- 5.8.6 Regular uniform amount for uniform/ winter coat for each security man i.e. three guards working round the clock and one guard working as rest giver for 2 nos. of uniform & 1 no winter coat per year shall be paid extra @Rs.1000/- per person..
- 5.9 If the contractor fails to provide staff in any shift a penalty of Rs.1000.00 in addition to nonpayment of per day wages for each instance will be deducted from the monthly bill.
- 5.10 If the contractor fail to provide Mobile phone duly recharges (with adequate balance) to security staff deputed in each shift, a penalty of Rs.200.00 per day will be deducted from the monthly bill.

#### **5.11 PAYMENT SCHEDULE**

- 5.11.1 Payments will be made on monthly basis by the APM/Dy.PM/Fin nominated by the DFCCIL, as per the accepted rates terms and conditions.
- 5.11.2 On Account Payment
  - 5.11.2.1 The Manpower Services Provider shall be entitled to be paid from time to time

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normally once in a calendar month, by way of "On account" bills.

5.11.2.2 The Manpower Services Provider shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets. Along with the above, the Manpower Services Provider will submit documentary proof to the satisfaction of DFCCIL for having deposited the required statutory amount of previous months towards EPF (Employer & Employees contribution) and ESI(Employer & Employees contribution) in the account with appropriate authority, of each person deployed respectively for the month/months for which the on-account bills having being submitted. Without having submitted this proof, the on-account bill will not be processed and no payment will be made to the Contractor.

5.11.3 After preliminary scrutiny and certification and certification by DFCCIL payment of the certified amount shall be made as early as possible by the Dy.PM/Fin. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Manpower Services Provider.

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

5.12.1 All staff deployed should have the saving bank account and the Manpower Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month. The contractor has to submit the proof of disbursement of salary paid to the security guards along with the next regular salary bill.

#### **5.13. POLICE VERIFICIATION**

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

#### **5.14 LAWS AND REGULATIONS:**

5.14.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

5.14.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Chief Project Manager, DFCCIL, Vadodara shall be the final and binding.

#### **5.15 INCOME TAX**

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

#### **5.16 SERVICE TAX**

"Service tax as per rates applicable /amended by Govt. of India and in manner prescribes shall be paid"

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

5.17.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, professional taxes as per Govt. of Gujarat and service tax. No tax / duties will be reimbursed except Service Tax. The service tax liability on the Contractor will be governed by clause 5.16 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such

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taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

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

5.18.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tenderding contractor should bear the above fact in mind.

## Annexure-I

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

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

Salary Component	Security Guard
Gross Salary (Rs)	Rs.9977.00 per shift per month
Unit	per person per month
Quantity	3 guards in each shift round the clock
Amount	Rs.29931.00 per month
Total Period	24 months
Total Amount	Rs.718320.00
Agency Commission	Quoted percentage Above/at par (in words)_____
	Quoted percentage Above/at par (in Figure)_____
Service Tax	As applicable

1. Tenderer(s)'s have to quote the commission/ service charges in terms of percentage (%) in the respective column. The offer should be quoted both in figure and words.
2. Service tax as applicable as per Para 5.8.3 is reimbursable to the agency after submission of documentary proof regarding depositing the amount to concerned department.
3. Salary to Staff is inclusive of Minimum Wages, EPF, ESI and Bonus (including DA).

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

(Seal & Signature of Tenderer(s))



### Eligibility Condition for Various categories of outsourced staff

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

## ANNEXURE – III

### LEAVE RULES

1. Casual Leave:

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

2. Privilege Leave:

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

3. The contractor should provide alternate staff before granting/sanctioning the leave of security staff deployed at DFCCIL/Vadodara and same should be intimated DFCCIL in writing by the manpower service provider in advance

## FORM OF AGREEMENT

ANNEXURE-IV

(To be executed on requisite value of stamp papers)

### AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_  
(Month/year) between Dedicated Freight Corridor Corporation of India Limited (DFCCIL ), a company incorporated under the companies Act. 1956 and having its Office, 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara - 390 002 (hereinafter referred to as "DFCCIL" which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/S. \_\_\_\_\_ having its office at \_\_\_\_\_  
(hereinafter referred to as "Engagement of manpower service provider for Round the Clock security services of the office of Chief Project Manager/ DFCCIL, Vadodara unit. OF THE OTHER PART

WHEREAS:-

The Employer is desirous that certain works should be executed by the manpower service provider for Round the clock security services viz. Tender NO. DFCC/BRC/Security//2015-16/11" (hereinafter called "the works", and has accepted a Bid by the Service provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

(Name, Designation and address of the  
the  
signatory)

(Name, Designation and address of  
authorized signatory

Signed for and on behalf of the DFCCIL

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

Witness:

Witness:

1.

1.

1.

2.

Name & address of the witness to be mentioned

**Format of Bank guarantee for mobilization Advance Payment**

Bank Guarantee No.:- \_\_\_\_\_

Dated: \_\_\_\_\_

To,

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

**4<sup>th</sup> Floor, "A" Block,**

**Narmada Nahar Bhavun,**

**(Sardar Sarovar Narmada Nigam Ltd. Office)**

**Channi Jakat Naka,**

**Vadodara Gujarat**

**Reference:-Contract No. \_\_\_\_\_, awarded on \_\_\_\_\_.**

This bank guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) between (name of bank) carrying on its banking business under banking regulation act 1949 having registered office at \_\_\_\_\_

And one of its branches at \_\_\_\_\_ (hereinafter called the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called "the Employer") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called "the Contractor") \_\_\_\_\_ To M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "the Contractor").

And Whereas vide clause \_\_\_\_\_ of the general condition of contract, Mobilization Advance up to 10%(ten percent) of the original contract value of Rs.\_\_\_\_(Rs in words) is payable to the contractor against Bank guarantee, the contractor hereby applies for mobilization Advance of 5%(five Percent )amounting to Rs \_\_\_\_\_(Rs in words) of the contract price, as per Appendix to Tender.

And whereas this Bank Guarantee is for Rs. \_\_\_\_\_ (Rs in words) against the above mobilization Advance amount of Rs. \_\_\_\_\_ (Rs in words).

Now, we the undersigned of the bank begin fully authorized to sign and to incur obligation 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.

We, the Bank, do hereby unconditionally and without demur guarantee and undertake to pay the employer immediately on demand any or all money payable by the contractor to the extent of Rs. \_\_\_\_\_(total guaranty amount in figure & Words),without any demur, reservation ,context, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the

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guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee is valid till \_\_\_\_\_.

At any time during period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the contractor.

The Guarantee hereinbefore contained shall not be affected by any in the constitution of bank or the contractor.

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

**(Continue from page 1, BG No. \_\_\_\_\_, dated \_\_\_\_\_)**

We \_\_\_\_ (name of the bank) lastly undertake not to revoke this guarantee 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 up to \_\_\_\_\_, unless extended on demand by Employer.

(iii) The Bank is liable to pay the guarantee 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.

Signatures of Bank authorize Official with seal.

Bank Seal

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**Note: - If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)**

**Format of Bank guarantee for performance security**

Bank Guarantee No.:- \_\_\_\_\_

Dated: \_\_\_\_\_

To,

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

**4<sup>th</sup> Floor, "A" Block,**

**Narmada Nahar Bhavun,**

**(Sardar Sarovar Narmada Nigam Ltd. Office)**

**Channi Jakat Naka**

**Vadodara Gujarat**

**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 (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called "the contract") To M/S \_\_\_\_\_ its registered office at \_\_\_\_\_ (hereinafter called "the contract").

Whereas the contractor is bound by the said contract to submit to the Employer an irrevocable performance security guarantee bound for a total 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 the aforeside contract with the Employer, the Bank further agree after 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 the Employer by reason of any breach by the side 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 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.

**(Continue from page 1, BG no. \_\_\_\_\_, and dated \_\_\_\_\_)**

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 up 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.

Signatures of Bank authorize Official with seal.

Bank Seal

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**(Note: - If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)**



**(Guarantee-Bond offered by-banks to DFCC in connection with the execution of Contacts)(SD)**

**GUARANTEE BOND FORMAT**

**(To be used by approval Schedule Banks)**

1. In consideration of the Employer DFCCIL (hereinafter called "The Employer") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of an Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ ( hereinafter called the "The said Agreement") of **security deposit** for the due fulfillments by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ ( indicate the name of the bank)(hereinafter referred to as "The Bank") at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be inclusive 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. \_\_\_\_\_.

3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of out liability for payment there under the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement 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 or till \_\_\_\_\_

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the Employer/DFCCIL certify that the terms and conditions of the said Agreement have been fully and Properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.

6. We \_\_\_\_\_ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time any of the powers exercisable by the DFCCIL against the said Contractors (a) and to forbear or enforce any of terms and conditions relating ti the said agreement and shall not be relieved from our liability by reason of any such variation or extension begin granted to the said Contractor(s) or for any forbearance, act or omission on the part of DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) 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.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).

8. We \_\_\_\_\_ (indicated the name of Bank)

Lastly undertake not to revoke this Bank Guarantee during its currency except with previous consent of the DFCCIL in writing.

In WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of \_\_\_\_\_ being herewith duly authorized.

Signatures of Bank authorize Official with seal.

Bank Seal

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**ANNEXURE – VIII**

**TENDERER(S)'S GENERAL INFORMATION**

**PROOF  
ATTACHED  
AT PAGE**

1. Name of firm.		
2. Full name of Contractor/s:		
3. Year of Establishment.		
4. Registered Head Office :-Address: -		
5. Operation Address if different from above:		
6. Branch Office in India:		
7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc.		
5. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.		
6. Bank A/C No of Firm with RTGS code for electronic clearance of the payment		
7. Telephone Number		
8. E-mail address & Web Site		
9. Telefax Number		
10. ISO Certification, if any {If yes, please furnish details}		
11. Pan No:		
12. PF / EPF Registration No:		
13. Service Tax Registration No:		
The information furnished above shall be supported by authentic documents including registration number of the firm.		

## **ANNEXURE – IX**

### **Self Certificate**

- a. I/We have downloaded the tender form from the internet site [www.dfccil.gov.in](http://www.dfccil.gov.in) or purchased from DFCCIL / Vadodara office, it is certified that I / we have not tampered / modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
  
- b. I/We certified that our firm has not been black listed or debarred by DFCCIL or Railway or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

**ANNEXURE – X**

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

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

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

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

Signature of the Tenderer/s:

Tender No. "DFCC/BRC/Security/2015-16/11

**END  
OF  
DOCUMENT**