



# डेडीफ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

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

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

, 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,)  
Channi Jakat Naka, Vadodara – 390 002

## SINGLE PACKET OPEN ONLINE E-TENDER

E-tender No.: "BRC/GEN/Security/2017-18/773/32"

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

Approximate cost of work	: Rs. 16,10,568.00
Earnest money Deposit (EMD)	: Rs. 32,500.00
Tender Fee/Cost of Tender Document	: Rs. 2,360.00 (including 18% GST)
Completion period	: (Twenty Four Months)
E-tender closing date and time	: 11.10.2018 at 14.55 hours
E-tender opening date and time	: 11.10.2018 at 15:00 hours

## BID DOCUMENTS NOT TRANSFERABLE

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

**E-TENDERDOCUMENT**

**E-tender No.: "BRC/GEN/Security/2017-18/773/32"**

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

**INDEX**

<b>Sr. No.</b>	<b>Description</b>	<b>Page No.</b>
1	Forwarding letter by e-tenderer	03
2	Instruction to bidders for Online bidding	04-07
3	Section-1: Notice Inviting E-tender	08-09
4	Section-2: Invitation for Bid (IFB)	10-11
5	Section-3: Information & Instruction TOE-tenderer(s)	12-16
6	Section-4: General Terms & Conditions of Contract	17-26
7	Section 5: Special Conditions of Contract	27-34
	<b>Annexures</b>	
	a) Annexure – I Financial Proposal	35
	b) Annexure – II Eligibility conditions	36
	c) Annexure – III Leave Rule	37
	d) Annexure – IV Form of Agreement	38-39
	e) Annexure – V General Information of tenderer	40
	f) Annexure – VI Self Certificate of Stamp Paper	41
	g) Annexure – VII Bank Guarantee for performance security	42-43
	h) Annexure – VIII Certificate for NO relative	44
	i) Annexure – IX Check List	45



**डेडीफ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.**  
**Dedicated Freight Corridor Corporation of India Ltd.**  
(भारत सरकार का उपक्रम)  
(A Government of India Enterprise)  
4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,)  
Channi Jakat Naka, Vadodara – 390 002

---

To,  
Chief Project Manager  
DFCCIL,  
Vadodara

**Forwarding letter by E-tenderer**

**E-tender No.:** "BRC/GEN/Security/2017-18/773/32"

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

1. I/We ..... have read the various condition of e-tender attached here with and hereby I/We agree to abide by the said conditions. I/we also agree to keep this e-tender open for acceptance for a period of **90 days** from the date fixed for opening the same and if required, the priod can be extended as per para 3.5.1 of section 3. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs. 32,500.00 (Rupees Thirty Two Thousand Five Hundred Only) has been forwarded as Earnest Money Deposit. The value of the earnest money deposit shall stand forfeited without prejudice to any other rights or remedies if:
  - (i) I/We do not execute the contract agreement within **7 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready. OR
  - (ii) I/We do not commence the work within **15 days** after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this e-tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

**General:-** Submission of Online Bids is mandatory for this Notice Inviting E-tender. E-tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic e-tendering, DFCCIL has decided to use the portal (<http://www.e-tenderwizard.com/DFCCIL>) of M/s. ITI a Government of India Undertaking. Benefits to Suppliers / service providers are outlined on the Home page of the portal.  
Instructions:-

**1. Online Bidding Methodology:**

Online Bid System

**2. Broad outline of activities from Bidders perspective: -**

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic E-tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting E-tender (NIT) on (ETS)
- e. Download Official copy of E-tender Documents from ETS.
- f. Clarification to E-tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
- g. Bid Submission on ETS : Prepare & arrange all documents/paper for submission of bid online and Tender fees & EMD deposit on offline.
- h. Attend Public Online E-tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional) Respond to DFCCIL's post - TOE queries.
- j. Attend Public Online E-tender Opening Event (TOE) on ETS

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

Note 1:- It is advised that all the documents to be submitted (See clause 2 & 3 of section Notice Inviting E-tender) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2:- **While uploading the documents it should be ensured that the file name should be the name of the document itself.**

**3. Digital Certificate:**

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

**4. Registration:**

The E-Tender documents can be downloaded from the website:

[www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and to be submitted in the e - format. Cost of the Tender Documents and Bid Deposit have to be submitted to DFCCIL's office, Vadodara in the form of Pay Order's, Demand Draft, Banker's Cheque, or FDR payable as per SECTION 1 and, as per the address and before the scheduled date and time of submission mentioned in Section-1 of the tender document otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

Intending bidders are requested to register themselves with M/s. ITI through [www.e-tenderwizard.com/DFCCIL](http://www.e-tenderwizard.com/DFCCIL) for obtaining user - id, Digital Signature etc. by paying Vendor registration fee and Tender processing fee (Non Refundable) for participating in the above mentioned e-tender.

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

**6. To participate in E-tender, it is mandatory for E-tenderer (S) to get themselves registered with the E-tender Wizard and to have user ID & Password . Payment of registration fee can be done through [www.e-tenderwizard.com/DFCCIL](http://www.e-tenderwizard.com/DFCCIL)**

Help desk	
<b>Telephone / Mobile Number of ITI representative</b>	Shri Arvind Ojha 08000096726 Email ID- twhelpdesk636@gmail.com Shri Suraj-09599653865/011-45424365

<b>DFCCIL Contact -1</b>	
<b>DFCCIL Contact Person</b>	Shri Saurabh Verma
<b>Telephone / Mobile No.</b>	8511216157
<b>E - mail ID</b>	<a href="mailto:sverma@dfcc.co.in">sverma@dfcc.co.in</a>

<b>DFCCIL Contact -2</b>	
<b>DFCCIL Contact Person</b>	Shri Rakesh Sharma
<b>Telephone / Mobile No.</b>	8511169047
<b>E - mail ID</b>	<a href="mailto:rsharma@dfcc.co.in">rsharma@dfcc.co.in</a>

**7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:-**

The bidder shall furnish, as part of his bid document establishing the bidders, eligibility as per para 4.14.1 of section 4. All these documents should be numbered, stamped and should be signed by bidder in each page.

- 7.1 The tenderer shall drop the Payment of Bid Deposit/EMD and Cost of Tender Document in the tender box at DFCCIL office, Vadodara payable as per SECTION 1, as per the address and before the scheduled date and time of submission mentioned in Section-1 of the tender document otherwise the Bid will not be considered. The tender processing fees as per applicable rate payable through the e - payment gateways to ITI limited are Non refundable.
- 7.2 E-tender documents (s) in original duly filled in and signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3 Copy of PAN card
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm \_\_\_\_\_" in case of \_\_\_\_\_ proprietorship firm on Non judicial stamp paper of Rs.100.00.
- 7.6 Bidder's profile duly filled in, as per section -III of e-tender document.
- 7.7 Power of Attorney
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of GST registration no.
- 7.12 Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicable)\*
- 7.13 Certificate for non near relative in DFCCIL

**Note:-**Any discrepancy found in the downloaded e-tender document submitted by the bidder compared to uploaded e-tender document, the e-tender document uploaded by the DFCCIL will be treated as valid and any changes(found in the e-tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder.

**8.0 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

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

**Method for submission of bid documents**

In this E-TENDER the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline mentioned below:

- 1) Cost of Bid Document
- 2) Bid Deposit / EMD

**Note : The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission.**

### **9.0 Price schedule**

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed

- i) Down load price schedule part
- ii) Fill rates in down loaded price schedule
- iii) Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) E-tenderer(S) should download 'financial\_ offer xls' file, quote their rates in the applicable field and save it. E-tenderer(S) can upload the filled up financial\_ offer xls' file. Name of the downloaded financial\_ offer xls' file must not be changed.

### **Other instructions**

For further instructions, the vendor should visit the portal ([www.e-tenderwizard.com/DFCCIL](http://www.e-tenderwizard.com/DFCCIL)), and login to it and upload documents of bid.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

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

**NOTICE INVITING E-TENDER**

E- Tender No. "BRC/GEN/Security/2017-18/773/32"

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

1	<b>E-tender No.</b>	<b>No. "BRC/GEN/Security/2017-18/773/32"</b>
2	Name of work	Engagement of manpower service provider for providing Round the Clock security for the office of Chief Project Manager/ DFCCIL, Vadodara unit.
3	Duration of Contract	Twenty Four Months
4	Estimated Cost of work	<b>Rs. 16,10,568.00</b>
5	Type of BID	Single packet open E-tender
6	Tender Fee / Cost of E-tender Document	<b>Rs. 2,360.00</b> (including 18% GST), To be paid through Banker's Cheque/Demand Draft/Pay Order in favour of " Dedicated Freight Corridor Corporation of India Limited" payable at Vadodara <b>(Non Refundable)</b>
7	EMD	<b>Rs. 32,500.00</b> (To be paid through Banker's Cheque/Demand Draft/Pay Order/FDR in favour of " Dedicated Freight Corridor Corporation of India Limited" payable at Vadodara)
8	Availability of Bid documents from	From 10:00 Hrs of 10.09..2018
9	Download bid document up to	14.30 hrs of 11.10.2018
10	Last date & time of online submission of Bid	Upto 14.55. hrs. On 11.10.2018
11	Date & time of online Opening of bid	15.00 hrs. On 11.10.2018
12	Validity of offer	90 (Ninety) days from the opening of e-tender
13	Address of Communication	Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.Office), Channi Jakat Naka, Vadodara-390 024



2. E-Tender document should be downloaded [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) up to 14.30 hrs of 11.10.2018. Tender fee & EMD, payable as per SECTION 1 (clause 10), payments must be issued by any Nationalized / Scheduled Bank to be deposited in the tender box kept in DFCCIL unit office Vadodara, as per the address and before the scheduled date and time of submission mentioned in Section-1 of the tender document otherwise the Bid will not be considered/ shall be summarily rejected.

The e-tender documents are also be available at company's website [www.dfccil.gov.in](http://www.dfccil.gov.in)

No e-tender document will be available offline. Downloading e-tender documents online and submission of e-tenders online is mandatory for this e-tender.

Note :- Any further Addendums/Corrigendum for this e-tender will be posted in DFCCIL website [www.e-tenderwizard.com/DFCCIL](http://www.e-tenderwizard.com/DFCCIL) only e-tendering portal website only. Interested bidders are advised to check website for any Addendums / Corrigendum

**Invitation for Bids (IFB)****SECTION: 2**

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

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

Sr.No.	E-tender No.	No. "BRC/GEN/Security/2017-18/773/32"
1	Name of work	<b>Name of Work :-</b> Engagement of manpower service provider for providing Round the Clock security for the office of Chief Project Manager/ DFCCIL, Vadodara unit..
2	Estimated Cost of work	<b>Rs. 16,10,568.00</b>
3	Completion Period	Twenty Four Months
4	Tender Fee/Cost of E-tender Document	<b>Rs. 2,360.00</b> (including 18% GST), Payable as per SECTION 1
5	Availability of E-tender document	From 10:00 Hrs of 10.09.2018 to 14.30 Hrs on- 11.10.2018
6	Type of BID	Single packet open E-tender
7	Bid deposit / EMD	<b>Rs. 32,500.00</b> , Payable as per SECTION 1
8	Last date & time of online Submission of e-tender	Up to 14.55. hrs. On 11.10.2018
9	Date & time of online Opening of bid	15.00 hrs. On 11.10.2018
10	Validity of offer	90 (Ninety) days from the opening of e-tender
11	Address of communication	Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd. Office), Chhani Jakat Naka, Vadodara-390 024
12	E-Tendering Web site	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> , <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> Tender notices are also available at DFCCIL website <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> Any corrigendum/addendum, if any will be posted on the above website only.
13	Help Desk Number	011-49424365 or Mob: - 09599653865/ 8000096726

**2.0 SCOPE OF WORK**

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

**Information and Instruction to E-tenderer(S)****SECTION: 3****3.1 INFORMATION**

- 3.1.1 E-tender has been invited under 'Single Packet' system.
- 3.1.2 The E-tenderer(S) can download the Bid document online from the website address [www.e-tenderwizard.com/DFCCIL](http://www.e-tenderwizard.com/DFCCIL) as per the timings mentioned in SECTION-1 of the bid document.
- 3.1.3 E-tender documents are also available on the official web site i.e. [www.dfccil.gov.in](http://www.dfccil.gov.in), [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 3.1.4 The entire bid document duly filled signed & stamp shall be scanned & uploaded online on the E-Tender website. Tender document shall be accompanied with the copy of Bid deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; documents in support of the of the Tenderer(S)/all the documents mentioned in Annexure IV.
- 3.1.5 All E-tenders shall be uploaded in accordance with the instructions contained in these documents (hereinafter called as e-tender documents). Non - Compliance with any of the instructions set forth herein above is liable to result in the e-tender being rejected.
- 3.1.6 A firm should submit only one offer against the E-tender. In case, a firm submits more than one E-tender, such firm will be disqualified
- 3.1.7 In preparing the Proposal, E-tenderer(S) are expected to examine all terms and conditions included in the document. Failure to provide all required information will be at own risk of the E-tenderer(S) and will result in rejection of the proposal submitted by the E-tenderer(S).
- 3.1.8 If the E-tenderer(S) deliberately gives/give wrong information in his / their e-tender or creates circumstance for the acceptance of this / their e-tender, the DFCCIL reserves the right to reject such e-tender at any stage.
- 3.1.9 The proposal shall contain no interlineations 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.
- 3.1.10 While quoting the online rates in bid sheet provided on website [www.e-tenderwizard.com/DFCCIL](http://www.e-tenderwizard.com/DFCCIL) E-tenderer(S) are expected to take into account the requirements and conditions of the e-tender documents.
- 3.1.11 A master copy of the documents downloaded from the website mentioned above shall be kept in the Tender File, in the office of E-Tender inviting authority. In case of any discrepancy between the e-tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the E-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 e-tender inviting authority and the agreement shall also prepared on the basis of master document kept in the office of e-tender inviting authority.
- 3.1.12 The E-tenderer(S) downloading the documents from internet must keep themselves updated through the website from which the e-tender documents is downloaded regarding corrigendum, if any, to the notice inviting e-tender or the e-tender

documents, which shall be uploaded in the same website only. The offers received without such corrigendum published shall be liable to be rejected.

- 3.1.13 Any willful charges/deletion/addition in printing carried out in the e-tender documents shall be viewed very seriously, whether detected at the time of opening/award of e-tender or after award of work and the same may result in penal action such as DE TRMINATION of contract, banning of further business with the defaulting E-tenderer(S) are liable to be prosecuted for the same as per law.

### **3.2 SUBMISSION OF E-TENDER**

- 3.2.1 All E-tenders shall be submitted online.
- 3.2.2 No Document will be accepted/received offline or in any field office of DFCCIL.
- 3.2.3 The mandatory sealed & signed all documents should be submitted online not later than date and timings mentioned as in NIT in SECTION - I of the e-tender document.
- 3.2.4 The box kept for deposit Tender fee, Bid Deposit will be sealed on the date and closing timing mentioned as in NIT Sr. No. 10 of Section-I of the e-tender document.
- 3.2.5 Any of the E-tender, Tender fee and Bid Deposit received late (i.e as per Sr. No. 10 of Section-1) then their participation in tender process is liable to be rejected summarily.

### **3.3 E-TENDER OPENING**

- 3.3.1 Date and time of online opening of the E-tender: - As indicated in Sr. No. 11 of section-1 of the E-tender document.
- 3.3.2 Conditional E-tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such E-tenders summarily without assigning any reasons whatsoever.
- 3.3.3 If the date of opening is declared as holiday then the e-tender shall be submitted up to 14.55 hrs. of the next working day and the same will be opened at 15.00 hrs. on the same day.
- 3.3.4 On the date specified in the e-tender notice, the rates of all E-tenderer(S) will be available Online.

### **3.4 GENERAL INFORMATION**

- 3.4.1 E-tender document is non-transferable. E-tenders received from E-tenderer(S) in whose name documents have been uploaded/offered shall only be considered.
- 3.4.2 No extension in the E-tender due date shall be Considered on account of internet speed or any technical fault.
- 3.4.3 Online Issuance of e-tender document does not automatically means that such parties are considered qualified.
- 3.4.4 The agency selected will be awarded the work for the period specified vide item No.3 of Section - 1 of the E-tender documents.
- 3.4.5 DFCCIL reserve the right to modified, extend, restrict, scrap, re-float the e-tender without assigning any reason.

### 3.5 VALIDITY OF PROPOSAL

- 3.5.1 The E-tenderer(S) shall keep their offer open for a minimum period of 90 days from the date of opening of the E-tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the E-tenderer(S) liable for forfeiture of his bid deposit. The e-tenderer (s) cannot withdrawal their offers within the period of validity / extended validity.

### 3.6 TENDER FEE

- 3.6.1 The original pay orders/demand drafts/Banker's Cheque against the Tender Fees/Cost of Tender Document from any Nationalized Bank or a Scheduled Bank in favour of Dedicated Freight Corridor Corporation of India Limited payable at Vadodara to be deposited in the tender box kept in DFCCIL office as per the address and before the scheduled date and time of submission mentioned in Section-1 (clause 10) of the tender document otherwise the Bid will not be considered/ shall be summarily rejected. The scanned copy of the same (as specified in Section-3 para 3.1.5 & 3.1.6 of the tender document) is to be uploaded online.
- 3.6.2 The documents downloaded from internet, cost of e-tender from as specified in Section-I of the e-tender document shall be submitted separately in DFCCIL, Vadodara office as per address given in Bid documents (Section 1 Sr. No.13).
- 3.6.3 Offers without valid **Tender Fee/Cost of tender document** will be summarily rejected.
- 3.6.4 For MSEs registered Vendor: - In pursuance of the public procurement policy on MSE, Tender Document will be provided free of cost to MSEs in compliance of clause 4.30 of General Conditions of Contract.

### 3.7 BID DEPOSIT / EARNEST MONEY DEPOSIT (EMD)

- 3.7.1 The tender will be entertained only if a sum specified in NIT as per Sr. No. 7 of Section 1 of the tender documents as bid deposit in the form of pay orders, demand drafts, Banker's cheque or FDR from any Nationalized Bank or a Scheduled Bank. Earnest Money Deposit shall be in favour of DFCCIL payable at Vadodara and duly discharged after affixing the revenue stamp on reverse side of the FDR and duly signed on it and dropped in the box kept in DFCCIL office as per address given in Section-1 (clause 10).
- 3.7.2 The E-tenders without valid **Bid deposit/EMD** shall be summarily rejected.
- 3.7.3 If the E-tender is accepted, the amount of Bid deposit will be retained as Retention Money for the due and faithful fulfillment of the contract. This amount of retention Money shall be forfeited if the E-tenderer(S)/Contractor(S) fail to execute the Agreements Bond within 07 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 ordered to that effect.
- 3.7.4 The Bid deposit of all unsuccessful E-tenderer(S) except that of the successful E-tenderer(S) will be discharged/returned after the award of the contract. The Bid deposit of successful E-tenderer(S) will be adjusted against the Retention Money

amount. No interest will be paid by DFCCIL on the above Bid deposit amount.

- 3.7.5 **For MSEs registered Vendor:** - In pursuance of the public procurement policy on MSE, MSEs in compliance with the item tendered in clause 4.30 of General Conditions of Contract, MSME registered vendors will be exempted from payment of Earnest Money Deposit (EMD).

### **3.8 FIRM DETAILS, SIGNATURE OF E-TENDERS & DOCUMENTARY PROOF**

- 3.8.1 The E-tender must contain the full name, designation and complete address of the place of business of the person(S) signing the E-tender. E-tender(S) shall furnish "BRIEF DETAILS OF THE E-TENDERER(S)"
- 3.8.2 The e-tender shall be signed by the individual or individuals legally authorized to enter in to contract on behalf of the e-tenderer (s). Any individual or individuals signing the e-tender documents or other documents connected their with should specified whether he is signing as:-
- a) As a Sole Proprietor of the firm Attorney of the Sole Proprietor; or
  - b) As a Partner of Partners of the firm; or
  - c) As a Director Manager or Security in a Limited Company etc.

### **3.9 PRICE BASIS, CURRENCIES & LANGUAGE OF BID**

- 3.9.1 The bidder shall quote rates only **in the column prescribed for the Rates**, which is provided separately as a part of this document. The quoted Rates shall various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the e-tender shall be accounted for in the rates excluding GST.
- 3.9.2 Taxes, if any, levied after opening of the e-tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

### **3.10 PROPOSAL EVALUATION: -**

- 3.10.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.10.2 The work will be awarded to the lowest offerer who fulfill all requisite qualification as per tender documents.
- 3.10.3 The proposal of the e-tenderer will be assessed only based on the information documents submitted along with the e-tender. However, DFCCIL reserves the right to seek clarification from the e-tenderer if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the e-tenderer 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.
- 3.10.4 The proposals shall be opened on line.

### **3.11 SIGNATURE ON BIDS & DOCUMENTARY PROOF.**

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. E-tender(s) shall furnish "BRIEF DETAILS OF THE BIDDER"

### 3.12 PARTNERSHIP DEED

- 3.12.1 The e-tender shall clearly specify whether the e-tender is submitted on his own behalf or on behalf of partnership concern. If the e-tender is submitted on behalf of partnership concern, e-tenderer shall submit the certified copy of partnership deed along with the e-tender and authorization to sign the e-tender documents on behalf of partnership concern. If these documents are not enclosed along with e-tender documents, the e-tender will be treated as having been submitted by individual signing the e-tender documents. DFCCIL will not be bound by any Power of Attorney granted by the e-tenderer 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.
- 3.12.2 The e-tenderer/s whose e-tender is accepted will be required to appear at the office of the Chief Project Manager, DFCCIL, Sardar Sarovar Narmada Nigam Ltd., 4th Floor, A Block, Narmada Nahar Bhavan, Channi Jakat Naka, Vadodara – 390 024, 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 e-tender in which case the full value of the earnest money deposit accompanying the e-tender shall stand forfeited.
- 3.12.3 In the event of any e-tenderer/s whose e-tender is accepted is refusing to execute the Contract documents as herein before provided, DFCCIL may determine that such e-tenderer/s has/have abandoned the contract and there upon his/their e-tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money deposited by the tenderer.

3.13 E-tender documents are not transferable.

3.14 Joint venture (JV) firms are not allowed to participate in this e-tender.

### 3.15 CHECK-LIST

The bidders are requested to duly fill in the checklist as per **Annexure-IX**. The checklist is only a reminder of certain important items, to facilitate the e-tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects

**GENERAL CONDITIONS OF CONTRACT**

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

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

**4.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

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



- 4.1.11 "Data Sheet" means such part of the Instructions to E-tenderer(s) used to reflect specific assignment conditions.
- 4.1.12 "Day" means calendar day
- 4.1.13 "Government" means the Government of India.
- 4.1.14 "Personnel" means professionals and support staff provided by the Contractor(s)/E-tenderer(s) and assigned to perform the Services or any part thereof
- 4.1.15 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country
- 4.1.16 "Proposal" means the Technical Proposal and the Financial Proposal
- 4.1.17 "Services" means the work to be performed by the E-tenderer(s) pursuant to the Contract
- 4.1.18 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.19 "Excepted Risks" are risks due to riots (other wise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.20 "GCC" mean the General Conditions of Contract
- 4.1.21 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the E-tender.
- 4.1.22 "Local currency" means the currency of Government of India.

#### **4.2.1 GENERAL INFORMATION**

- 4.2.1 The E-tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, E-tenderer(s) are encouraged to pay a visit to the office of CPM/DFCCIL/Vadodara before submitting the Proposal.
- 4.2.2 E-tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the E-tenderer(s).
- 4.2.3 The Client requires that E-tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.4 A E-tenderer(s) (including its Personnel and Sub-E-tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the E-tenderer(s) to be executed for the same or for another Client.
- 4.2.5 It is the DFCCIL's policy that the E-tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:

- 4.2.5.1 Defines, for the purpose of this paragraph, the terms set forth below as follows:
1. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  3. "collusive practices" means a scheme or arrangement between two or more E-tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
  4. "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 E-tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- 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 E-tenderer(s), their Sub-E-tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the E-tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### 4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

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

### 4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

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

#### **4.5 LANGUAGE OF CONTRACT**

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

#### **4.6 ENTIRE AGREEMENT**

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

#### **4.7 MODIFICATIONS**

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

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

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

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

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

#### **4.10 MISSIONS & DISCREPANCIES: -**

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

#### **4.11 PARTNERSHIP DEED**

- 4.11.1 The E-tender shall clearly specify whether the e-tender is submitted on his own behalf or on behalf of partnership concern. If the e-tender is submitted on behalf of partnership concern, E-tenderer(s) shall submit the certified copy of partnership

deed along with the e-tender and authorization to sign the e-tender documents on behalf of partnership concern. If these documents are not enclosed along with e-tender documents, the E-tender will be treated as having been submitted by individual signing the e-tender documents. DFCCIL will not be bound by any Power of Attorney granted by the E-tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

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

- a) On acceptance of e-tender the successful e-tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, Vadodara. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-e-tender for that work.
- b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that,. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".
- d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the e-tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the e-tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- e) The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any other provisions in the contract agreement) in the event of:-
  - i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
  - ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the

contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.

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

#### 4.13 SECURITY DEPOSIT

- 4.13.1 The Earnest Money deposited by the Contractor with his e-tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 4.13.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- 4.13.3 Security Deposit for each work shall be 5% of the contract value
- 4.13.4 The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered,
- 4.13.5 Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 4.13.6 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.
- 4.13.7 No interest will be payable upon the Earnest Money deposit and Security Deposit or any other amounts payable to the Contractor under the Contract.

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

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

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

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

**4.15 AGREEMENT:**

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

**4.16 CHANGE IN ADDRESS:**

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

**4.17 OBLIGATION OF DFCCIL**

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

**4.18 FORCE MAJEURE**

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

**4.19 INDEMNITY**

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

**4.20 SECURITY FOR ENSURING TIMELY PAYMENT OF REMUNERATION/FEE PAYABLE TO SECURITY GAURD.**

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

**4.21 OTHER TERMS AND DE TRMINATION**

- 4.21.1 Contract shall be commenced as per the date of commencement of the work mentioned in the Letter of Acceptance.
- 4.21.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 4.21.3 Expiry or earlier DE TRMINATION of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.21.4 In performing the terms and conditions of the contract, the Manpower Service Provider shall at all Times act as an Independent Manpower Service Provider. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

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

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

#### **4.23 DE TRMINATION OF CONTRACT ON DFCCIL ACCOUNT**

- 4.23.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such DE TRMINATION and reasons therefore, shall be conclusive evidence thereof. In case of DE TRMINATION of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of DE TRMINATION of contract under this clause.

#### **4.24 LABOUR RULES**

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

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

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

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

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

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

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



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

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

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

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

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

#### **4.28 ARBITRATION**

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

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

#### **4.29 JURISDICTION OF COURTS**

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

#### **4.30 MSME**

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

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

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

**5.1 INTRODUCTION:-**

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

**5.2 DETAILED SCOPE OF WORK**

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

**5.3 TERMS AND CONDITIONS:-**

- 5.3.1 The manpower service provider shall, if and when so requested by DFCCIL, will provide the Security services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience required is enclosed in Annexure-II.
- 5.3.2 It shall be the responsibility of the Manpower service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, It comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Manpower Service Provider will have to terminate the service of such staff immediately by providing suitable replacement.
- 5.3.3 If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of hired Staff and if the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL.
- 5.3.4 The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.

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

#### **5.4 PAYMENT TERMS**

- 5.4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the security guards (Annexure-I), besides the commission payable to the Manpower Service Provider and applicable GST.
- 5.4.2 The consideration aforesaid will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days.
- 5.4.3 Against the item mentioned in the schedule, if the contractor fail to provide staff in any shift a penalty of Rs.1000.00 in addition to nonpayment of per day wages for each entrance will be deducted from the monthly bill.
- 5.4.4 In case of the agency/service provider/contractor(s) fails/ fail to provide the proper service(s) as per agreement during the currency of contract, action will be taken against the contractor as per Agreement.
- 5.4.5 Minimum Wages / V.D.A. ( as applicable for Central Govt.) will be calculated / revised as per notification issued from time to time by Ministry of Labour & Employment , New Delhi.
- 5.4.6 In future, if CTC is revised by Corporate Office, then agency has to make payment of revised CTC at the same rate of agency's commission/service charges as well as on same terms & conditions.

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

- 5.5.1 The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 5.5.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to security guard engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.

- 5.5.3 The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.
- 5.5.4 The Manpower service Provider shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the security guard(s) placed at the office of DFCCIL for discharging defined activities/functions.
- 5.5.5 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- 5.5.6 The Manpower Service Provider alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.5.7 The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.5.8 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.5.9 The attendance 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 contract.
- 5.5.12 The Manpower Service Provider is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 5.5.13 The Manpower Service Provider must also be able to arrange for the replacement of the existing security guard, as per the instruction of DFCCIL.
- 5.5.14 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Manpower service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL.
- 5.5.15 The security guard shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 5.5.16 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its security guard with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.5.17 The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.5.18 It is mandatory that Manpower Service Provider provides adequate insurance cover to the security guard for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death, disability, sickness).
- 5.5.19 Leave rules is attached as Annexure-III. If a personnel remains absent beyond the period of one day in a month/National holidays/declared holidays, pay will be deducted on pro rata basis, if a substitute is not provided for the period of absence. The facilities including leave etc. are required under various legal provisions shall be so adjusted by outsourcing agency that CTC does not increases.
- 5.5.20 The Manpower service provider should provide Mobile Phone to security staff deputed by him. The cost of mobile phone as well as recharge amount will be borne by the service provider.
- 5.5.21 FIRST AID. 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, 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 personnel deployed by contractor does not wear the uniform and / or does not display the identify card as above, penalty @100.00 for each occasion will be charged. The contractor shall issue required material / equipment like First Aid Box, batten and whistle etc to the personnel deployed, failing which penalty @ Rs.100.00 for each occasion will be charged
- 5.5.28 The contractor shall ensure that the security men deployed for performing the duties shall not be in drunken or intoxicated state and if found so he will be summarily removed from this job. If security men is found in drunken or intoxicated state, he will be treated as absent from duty. Decision of DFCCIL in this respect shall be final and binding on the contractor.
- 5.5.29 The contractor shall inspect the overall office security arrangements on his own at least Twice in a month and it should be recorded register, whether any deficiency has been found.
- 5.5.30 The contractor shall maintain an attendance register wherein he shall mark the daily attendance of each individual member of security system by name. This register will be available for inspection as and when required by DFCCIL or any other nominated officer of the DFCCIL for the purpose.
- 5.5.31 The manpower service provider shall verify and certify the satisfactory character and antecedent records of the persons employed by them for this work.

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

- 5.6.1. Services are required at DFCCIL office at Vadodara proposed to be operated at 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.
- 5.6.2. The security Service of CPM /DFCCIL/Vadodara office will be round the clock. It is

the responsibility the Security agency to manage the weekly off of the persons deployed. Watch and ward services are required to be provided round the clock for all days of the week.

- 5.6.3. It shall be the responsibility of the contractor to provide accessories such as First Aid Box, whistle, torch and dandas to security personnel as per land security law at his own cost.
- 5.6.4. The work executed shall be to the satisfaction of DFCCIL representatives. Rate shall include all incidental & contingent work which although not specifically mentioned in the scope are necessary for its completion in a sound and efficient manner.
- 5.6.5. Any damage, deterioration, loss caused to DFCCIL property due to negligence / carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the contractor's bill or through other means as per the law
- 5.6.6. The security service of DFCCIL office and premises Vadodara will be round the clock. The security person should try to provide security and safety of DFCCIL office and premise with available means as per the law in case of unusual occurrences such as attempt to theft, attempt to rob, trace passers and any other matter appears objectionable to the safety and security of DFCCIL office and premise. He will also inform officer In charge of DFCCIL at the earliest opportunity available to him. If it is necessary he should lodge complaint to the nearest police station.

## **5.7 QUANTITY VARIATION**

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

## **5.8 RATES**

- 5.8.1 The quoted percentage (%) and accepted by DFCCIL shall be firm and final till the completion of contract.
- 5.8.2 All statutory taxes (Except GST) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time (Except EPF (Employer's contribution) and ESI(Employer's contribution), Bonus, Gratuity as per extant Law) shall be borne by the contractor and the rate shall be inclusive of all such liabilities unless otherwise specified in the E-tender.
- 5.8.3 GST as admissible shall be paid extra on submission of proof of deposit.
- 5.8.4 The quoted rates (as per Annexure-I) are inclusive of statutory contribution towards the EPF (Employer's contribution), ESI (Employer's contribution), Bonus, and Gratuity as per extant Law. However, the same shall be deposited by the contractor in favor of persons deployed and (Minimum) statutory EPF(Employer's contribution) & ESI(Employer's contribution), Bonus and Gratuity will be reimbursed on submission of proof of same to the satisfaction of DFCCIL.
- 5.8.5 The salary to be paid to the Staff/Persons to be deployed is based on minimum wages decided as per Notification of Govt. Of India, Ministry of Labour & Employment Office of the Chief Labour Commissioner (C) New Delhi Gazette Notification No. 173 dated 19.01.2017 and the salary shall stand revised to the extent of revision in Minimum Wages/V.D.A. by the same Authority during the currency of contract and the difference in such salary shall be reimbursable by DFCCIL on submission of documentary Proof by the Contractor to the satisfaction of DFCCIL. V.D.A. will be revised as per the notification issued by Ministry of Labour & Employment Office of the Chief Labour Commissioner (C)

- 5.8.6 Regular uniform amount for uniform/ winter coat for each security man i.e. three guards working round the clock and one guard working as rest giver for 2 nos. of uniform & 1 no winter coat per year shall be paid extra @ Rs.1500/- per person on submission proof of actual disbursement of uniform to security staff.
- 5.8.7 If the contractor fails to provide staff in any shift a penalty of Rs.1000.00 in addition to nonpayment of per day wages for each instance will be deducted from the monthly bill.
- 5.8.8 If the contractor 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.

## **5.9 PAYMENT SCHEDULE**

- 5.9.1 Payments to security guard deployed will be made through RTGS (in their respective saving account) on monthly basis as per the accepted rates and terms and conditions.
- 5.9.2 The Manpower Services Provider shall submit the bills or before the specific date as decided by DFCCIL, failing to which payment for that particular month will not be processed.. Along with the above, the Manpower Services Provider will submit documentary proof to the satisfaction of DFCCIL for having deposited the required statutory amount of previous months towards EPF (Employer & Employees contribution) and ESI(Employer & Employees contribution) in the account with appropriate authority, of each person deployed respectively for the month/months for which the on-account bills having being submitted, proof of disbursement of wages paid to security guards in their bank account. Without having submitted this proof, the on-account bill will not be processed and no payment will be made to the Contractor.
- 5.9.3 The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Manpower Services Provider

## **5.10. POLICE VERIFICATION**

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

## **5.11 LAWS AND REGULATIONS:**

- 5.11.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 5.11.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this e-tender, decision of the Chief Project Manager, DFCCIL, Vadodara shall be the final and binding.

## **5.12 TAXES, DUTIES, LEVIES ETC.**

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

DFCCIL shall deduct the applicable taxes as per the extent, as applicable from



time to time, and the same shall be deposited to the concerned Govt. Authorities.

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

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

- 5.14.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of e-tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the e-tender. GST at applicable rate will be reimburse on production of documented evidence.

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

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

Salary Component	Round the Clock Security Guard
Per day wages for each security guard	Rs.579.00 + V.D.A. for each shift of 8 Hrs.
Unit	per person per month
Quantity	Round the clock security guard in each shift of 8 Hrs.
Amount	Rs.67,107.00 per month
Total Period	24 months
Total Amount	Rs. 16,10,568 .00
Agency Commission	Quoted percentage Above/at par (in words)_____ Quoted percentage Above/at par (in Figure)_____
GST	As applicable

1. E-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.

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

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

**ANNEXURE – II**

Eligibility Condition for Various categories of outsourced staff

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

LEAVE RULES

**1. Casual Leave:**

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

**2. Privilege Leave:**

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

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

## FORM OF AGREEMENT

### ANNEXURE-IV

(To be executed on requisite value of stamp papers)

### AGREEMENT

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

AND

M/S. \_\_\_\_\_  
\_\_\_\_\_ having its office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter  
referred to as "Engagement of manpower service provider for Round the Clock security  
services of the office of Chief 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. E-tender No.  
"BRC/GEN/Security/ 2017-18/773/32" (hereinafter called "the works", and has accepted a  
Bid by the Service provider for the execution and completion of such works and the  
remedying of any defects therein.

#### NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

(Name, Designation and address of the  
signatory)

(Name, Designation and address of the  
signatory)

Authorized  
Signed for and on behalf of the  
DFCCIL Contractor

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

Witness:

Witness:

1.

1.

2.

2.

Name & address of the witness to be mentioned

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

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

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

**ANNEXURE – VI**

**Self Certificate**

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

Signature of the E-tenderer/s:



**ANNEXURE-VII**

**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 begin 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.)**

**ANNEXURE – VIII**

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

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

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

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

Signature of the E-tenderer/s:

**CHECK LIST****E-tender No. "BRC/GEN/Security/ 2017-18/773/32"**

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

Name of tenderer:

Sr.	Items Description	Reference	Ensure the compliance
1	Tender document fee	Section 1 clause 6	Yes/No
2	Earnest Money Deposit	Section-1 Clause 7.0	Yes/No
3	Copy of Partnership deed or Article of Association or ownership certificate	Section-3 Clause 3.12	Yes/No
4	General Information of the bidder	Annexure V	Yes/No
5	Forwarding letter by tenderer	Page 3	Yes/No
6	Authorization letter in favor of person signing the bid documents	Section-3 Clause 3.12.1	Yes/No
7	Check-list	Annexure IX	Yes/No

**END  
OF  
DOCUMENT**