



डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

(रेल मंत्रालय का उपक्रम)

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

(A Public Sector Undertaking of Ministry of Railways)

B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -
Gandhinagar Highway, Ahmedabad-380005

Name of Work - Engagement of manpower service provider for providing Round the Clock Security of the office of Chief General Manager/DFCCIL, Ahmedabad, unit.

SINGLE PACKET OPEN ONLINE E-TENDER

(PARTICIPATION THROUGH E-TENDER ONLY)

Visit: www.tenderwizard.com/DFCCIL

Help: Please contact Tender wizard helpdesk at no. 011- 49424365
or Mobile No. 09714881992/08000096726/09599653865.

Tender No- DFCC/ADI/ Security Guard/04/2018-19

**TENDER DOCUMENT
NOT TRANSFERABLE**

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE UPLOADING THEIR TENDERS.		
Sr. No.	Description	Done or Not
1.	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	<input type="checkbox"/>
2	Declaration regarding no relative being employed on DFCCIL at Annexure- VI has been filled.	<input type="checkbox"/>
3	Address for correspondence has been given at Section 2 Para 2.2.	<input type="checkbox"/>
4	Tenderer's General information filled up in Annexure -II with attached documents/proof page marked/indicated.	<input type="checkbox"/>
5	All the Annexures from Annexure -I to Annexure -IX properly filled up and relevant documents attached and indicated in Annexures, where asked.	<input type="checkbox"/>
6	Company seal should be put.	<input type="checkbox"/>
7	The tender shall be accompanied with the following: -	
	1. Tender Fee as per section 1NIT para No. 6	<input type="checkbox"/>
	2. Earnest Money Deposit as per NIT para No.7/ Clause No. 3.1.5 of Section-3 has been attached.	<input type="checkbox"/>
	3. Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender clause No. 4.14	<input type="checkbox"/>
	4. Partnership deed/ resolution as applicable has been attached.	<input type="checkbox"/>
	5. Power of Attorney as applicable has been attached.	<input type="checkbox"/>
	6. Any other relevant documents have been attached.	<input type="checkbox"/>
8	The tender document shall be uploaded properly.	
9	RATES TO BE QUOTED ON RATE SHEET ONLY.	

Dedicated Freight Corridor Corporation of India Ltd.,
B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -Gandhinagar Highway,
Ahmedabad-380005

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DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -
Gandhinagar Highway, Ahmedabad-380005

Forwarding letter by Tenderer(s)

To,
Chief General Manager
DFCCIL,
Ahmedabad

Name of Work - Engagement of manpower service provider for providing Round the Clock Security of the office of Chief General Manager/DFCCIL, Ahmedabad, unit.

Ref:

I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tender by the said conditions. I also agree to keep this tender single packets open tender for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to a Tender by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.

1. A sum of **Rs. 31,810/-** has been forwarded as Earnest Money. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.

OR

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

OR

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

2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the Railway within 30 days after issue of letter of acceptance and before signing of the agreement
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer(s)

Tenderer(s)'s Address

Signature of Witness

Instruction to Tenderer for Online Tendering

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

Instructions:-

1. Online Tendering Methodology:

Online Tender System

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

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

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

Note 1. It is advised that all the documents to be submitted in sequence are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price Tender (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

While uploading the documents it should be ensured that the file name is the name of the document itself.

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

3. Digital Certificate

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

4. Registration:

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges as applicable to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enable on E-Tender portal <http://www.tenderwizard.com/DFCCIL>. The Bidder can pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. There is no need for physical submission of Demand Draft for the same. Validity of online registration is one year.

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

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

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

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

7.1 The Tenderer shall select the payment option as 'Off Line' to pay the Tender fee & EMD as applicable. The Tenderer shall submit the Original DD/Banker's Cheque/Pay order of earnest money deposit (EMD) and Tender fee duly mentioning the Tender reference & Tenderer's address, in the DFCCIL office, Ahmedabad, as per address given in Tender documents on or before the scheduled date and time of submission of the tender as per Sr. no. 10 of Section -1. Scanned copy of Tender fee and EMD shall be submitted while uploading Tender online. Incase original Tender fee and EMD are not received on time, offer will be summarily rejected. The tender processing fee as per applicable rates payable through the e - payment gateways to ITI limited is Non refundable.

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

- 7.3 Copy of PAN card
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm Tenderer will submit and affidavit, attested by Notary Public that “I am a sole proprietor of the firm _____” on Non judicial stamp paper of Rs.100.00.
- 7.6 Tenderer’s profile duly filled in as per Annexure -II of tender document.
- 7.7 Power of Attorney
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of GST registration no.
- 7.12 Certificate for no relative being an employee in DFCCIL.

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

(ii) While submitting the Tender ‘On Line’ the Tenderer shall read the terms & conditions and accept the same in order to proceed further to submit their Tender.

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

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

9. Method for submission of Tender documents

In this TENDER, the Tenderer has to participate in e-Tendering online. Some of the following documents are to be submitted physically (offline) on or before the last date & time. The Details of the DD/BC/BG , physically sent should tally with the details available in the scanned copy and the data entered during E submission.

- | | | | | |
|----|------|----|--------|----------|
| 1) | Cost | of | Tender | Document |
| 2) | | | | EMD |

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

10. 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 Tendering. Following steps may be followed

- i) Down load price schedule part .
- ii) Fill rates in down loaded price schedule in Indian Rupees only.
- 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) Tenderer(S) should download 'financial_ offer xls' file, quote their rates in the applicable field and save it. Tenderer(S) can upload the filled up financial_ offer xls' file. **Name of the downloaded financial_ offer xls' file must not be changed.**
- v) Submission of price schedule by any other means shall not be accepted in any circumstances.

Other instructions

For further instructions, the vendor should visit the portal(www.tenderwizard.com/DFCCIL), and login to it and upload documents of Tender.

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

1. SECTION:-1

 डेडीकेटेड फ्रेट कोरीडोर	DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD. (A Public Sector Undertaking of Ministry of Railways) B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat - Gandhinagar Highway, Ahmedabad-380005
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NOTICE FOR INVITING TENDER (ON LINE E-Tender)

1	Tender No.	DFCC/ADI/ Security Guard/04/2018-19
2	Name of Work	Engagement of manpower service provider for providing Round the Clock Security of the office of Chief General Manager/DFCCIL, Ahmedabad, unit.
3	Estimated Cost of Work	Rs. 15,90,336/-
4	Completion Period	TWO YEAR
5	Type of TENDER	Single Packet Open e-Tender
6	Tender Fee	Rs. 2,360/- (Including applicable taxes)
7	Earnest Money Deposit	Rs. 31,810/-
8	Tender Processing Fee	1,877/- (Including applicable taxes & Non- refundable) to be paid though e-payment to M/s ITI Ltd.
9	Availability of tender document	Up to 13.00 hrs. on 06.12.2018
9(a)	Date and time of online submission of filled tender document	up to 14:00 Hrs of 06.12.2018
10	Date and time of opening of tender	at 15:00 Hrs of 06.12.2018
11	Address for Communication	Office of Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd., B/3 rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -Gandhinagar Highway, Ahmedabad-380005
12	e-Tendering Web site	www.tenderwizard.com/DFCCIL Tender notices are also available at DFCCIL website: www.dfccil.gov.in as well as on Central Public Procurement portal website : www.eprocure.gov.in Any Corrigendum/addendum, if any, will be posted on above web site only.
13	Help Desk No.	011- 49424365 or Mobile No. 09714881992/ 08000096726/09599653865

**Chief General Manager,
Dedicated Freight Corridor Corporation India Limited**

2. SECTION:-2**Invitation for Tenders (IFT)**

Dear Sir,

Chief General Manager, DFCCIL, Ahmedabad, for and on behalf of DFCCIL invites, Tenders in Single Packets Open Tender system, from the tendering firms for engagement of manpower (Security).

2.1 SCOPE OF WORK

2.1.1 Engagement of manpower service provider for providing Round the Clock Security of the office of Chief General Manager/DFCCIL, Ahmedabad, unit.

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

S.No	Tender No.	DFCC/ADI/Security Guard/04/2018-19
1	Name of Work	Engagement of manpower service provider for providing Round the Clock Security of the office of Chief General Manager/DFCCIL, Ahmedabad, unit.
2	Estimated Cost of Work	Rs.15,90,336/- (Rs Fifteen Lakhs Ninety Thousands Three Hundred and Thirty Six only)
3	Completion Period	TWO year
4	Cost of tender document	Rs 2,360/- (Rs Two Thousand Three Hundred and Sixty only) Including applicable taxes.
5	Availability of tender document	Up to 13.00 Hrs on 06.12.2018
6	Type of Tender	Open e-Tender, single packet
7	Earnest Money Deposit	Rs.31,810/- (Rs Thirty One Thousands Eight Hundred and Ten only)
8	Date and time of submission of E-Tender	Up to 14:00 Hrs. of 06.12.2018
9	Date and time of opening of E-Tender	At 15.00 hrs. of 06.12.2018
10	Validity of Offer	90 Days from the date of opening of tender
11	Authority and place for purchase/ submission of tender document & address for Communication	Office of Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd., B/3 rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -Gandhinagar Highway, Ahmedabad-380005

- 2.2.1 The tender fee and EMD in the form of Demand Draft, Banker’s Cheque, Pay order in favor of Dedicated freight Corridor Corporation India Ltd, payable at Ahmedabad, issued by any Nationalized/ Scheduled Bank to be submitted in DFCCIL Unit office Ahmedabad as per address given in Tender document before the schedule date & time of submission of tender otherwise the Tender will not be considered / shall be summarily rejected.
- 2.2.2 The Tenders are also available on company’s website www.dfccil.gov.in and as well as on Central Public Procurement portal website :www.eprocure.gov.in
No Tender document will be available offline. Downloading Tender documents online and uploading of tenders online is mandatory.

3. SECTION 3

Information and Instructions to Tenderer(s)

3.1 INFORMATION

- 3.1.1 E-Tender has been invited under ‘single packet’ system.
- 3.1.2 The Tenderer(s) can download the Tender document online from the website address www.tenderwizard.com/DFCCIL as per the timings mentioned in SECTION-I of the Tender document.
- 3.1.3 Tender documents are also available on the official web site of www.dfccil.gov.in and as well as on Central Public Procurement portal website :www.eprocure.gov.in as mentioned at Clause 2.2.2 of the tender document.
- 3.1.4 The Tender fee and EMD as per Tender document is to be submitted in the DFCCIL Unit office Ahmedabad as per address given in Tender document on or before the schedule date & time of submission of tender otherwise the Tender will not be considered / shall be summarily rejected.
- 3.1.5 The entire Tender document shall be scan & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamped. Tender document shall be accompanied the copy of Tender Fee and Tender deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; document in support of the of the Tenderer(s)/ all the documents as mentioned in CHECK LIST.
- 3.1.6 All Tenders shall be uploaded in accordance with the instruction contained in these documents. Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.7 A firm shall submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.8 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.9 If the Tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.10 The proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 3.1.11 While quoting the online rates in Tender sheet provided on website www.tenderwizard.com/DFCCIL tender(S) are expected to take into account the requirements and conditions of the tender documents.

- 3.1.12 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.
- 3.1.13 3.1.13 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website.
- 3.1.14 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.15 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favor of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted "Online"
- a) Tender No:- as mentioned in NIT in SECTION-I of the tender document.
 - b) Name of the work:- as mentioned in NIT in SECTION-I of the tender document.
- 3.2.2 Venue of submission of tender:- No Tender will be accepted /received offline or in any office.
- 3.2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in Section-I of the Tender document.
- 3.2.4 The Tender fee and EMD as per Tender document is to be submitted in the DFCCIL Unit office Ahmedabad as per address given in Tender document on or before the schedule date & time mentioned as in NIT Sr. No. 10 of Section-I of the tender document, otherwise the Tender will not be considered / shall be summarily rejected.

3.3 TENDER OPENING

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

3.3.2 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case Tenderer(s) still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents

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

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

3.4 GENERAL INFORMATION

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

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

3.4.3 On line issuance of Tender documents doesn't not automatically means that such parties are considered qualified.

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

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

3.5 VALIDITY OF PROPOSAL

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

3.6 TENDER FEE

3.6.1 The original pay orders/demand drafts/Banker’s Cheque against Tender Fees and EMD from any Nationalized Bank or a Scheduled Bank in favour of Dedicated Freight Corridor Corporation of India Limited payable at Ahmedabad to be submitted in the DFCCIL office as per address given in Tender documents on or before the scheduled date and time of submission of the tender. The scanned copy of the same is to be uploaded online along with tender document.

3.6.2 Offers without valid Tender fee/EMD will be summarily rejected.

3.6.3 Tender processing fees as per applicable rates to M/s ITI limited, Payable through the e-payment gateways which is non-refundable as per NIT.

3.6.4 All Micro and Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016

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

3.7 EARNEST MONEY

3.7.1 The tender must be accompanied by a sum specified in clause 2.2 Sr 7 of the tender document as Earnest Money(EMD) deposited in the form of, demand drafts, Banker’s cheque, pay orders from a nationalized bank or a Scheduled Bank. Earnest Money shall be in favor of DFCCIL payable at Ahmedabad after affixing the revenue stamp on reverse side of the receipt and duly signed on it and submitted in the DFCCIL office as per address given in Tender documents (Section 1 Sr. No.11).

3.7.2 The Tenders without valid Tender fee/EMD will be summarily rejected.

3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.

3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.

3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No

Tender No. “DFCC/ADI/Security Guard/04/2018-19”
interest will be paid by DFCCIL on the above EMD amount.

3.7.6 All Micro and Small Enterprises (MSEs) who are having UdyogAadhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016

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

3.8 ELIGIBILITY CRITERIA

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

3.9 FIRM DETAILS, SIGNATURE OF TENDERS& DOCUMENTARY PROOF

3.9.1The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tender(s) shall furnish “BRIEF DETAILS OF THE TENDERER(S)” (Annexure-II).

3.9.2The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.

a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or

b) As a Partner or Partners of the firm; or

c) As a Director, Manager or Secretary in a Limited Company etc.

3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief General Manager, DFCCIL, First Floor Old DRM Office, Kalupur, Ahmedabad-380 002, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

3.10.1Tenderer(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.

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

3.11 PROPOSAL EVALUATION

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 The Evaluation Committee appointed by DFCC shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax/ e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal.
- 3.11.4 The Proposals shall be opened online.
- 3.11.5 The successful Tenderer(s) would be selected on the basis of least commission quoted by the Tenderer(s) on the pay payable to the out sourced persons indicated in Section 6 Financial Proposal.

3.12 ENGAGEMENT OF PERSONNEL

- 3.12.1 Persons provided should possess requirement of job and have good behavior and unblemished record and character.

3.13 AWARD OF CONTRACT

- 3.13.1 The DFCC will issue a letter of Acceptance to the successful Tenderer
- 3.13.2 Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the

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modifications, as may be mutually agreed to and indicated in the letter of acceptance.

3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract(section4) and Special Conditions of Contract(section5).

3.13.4 The successful firm/Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter

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

3.14 TENDER DOCUMENTS ARE NOT TRANSFERABLE.

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

3.16 CONFIDENTIALITY

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

3.17 CHECK LIST

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

4. SECTION 4

GENERAL TERMS AND CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

4.1.1 The expression “Department”/ “Client”/ “DFCCIL”/ “Corporation”/ Employer as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.

4.1.2 “Officer”/ “Officer-in-charge”/ “DFCCIL’s representative” of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.

4.1.3 The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

4.1.4 The “Contractor/ Tenderer(s)” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.

4.1.5 The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.

4.1.6 The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.

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.

- 4.1.9A “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 “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 “Day” means calendar day.
- 4.1.14 “Government” means the Government of India.
- 4.1.15 “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- 4.1.17 “Proposal” means the Technical Proposal and the Financial Proposal.
- 4.1.18 “RFP” means the Request For Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.21 “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.
- 4.1.22 “Excepted Risks” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) 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, lightning and un-precedent floods over which the contractor has no control.
- 4.1.23 “GCC” mean the General Conditions of Contract.
- 4.1.24 “Letter of Acceptance” means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.25 “Local currency” means the currency of Government of India.

4.2 GENERAL INFORMATION

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

4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).

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

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

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

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

a) 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 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.

b) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.2.7 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

4.3.1 Communication to be in writing

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

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

4.4.1 Words indicating one gender include all genders,

4.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,

4.4.3 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and

4.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

4.5 LANGUAGE OF CONTRACT

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

4.6 ENTIRE AGREEMENT

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

4.7 MODIFICATIONS

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

4.8 CARE IN SUBMISSION OF TENDERS:-

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

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -

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

4.10 OMISSIONS & DISCREPANCIES: -

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

4.11 PARTNERSHIP DEED

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

4.12 PERFORMANCE GUARANTEE (P.G)

4.12.1 On acceptance of tender the successful Tenderer(s) 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, Ahmedabad**. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter of Acceptance

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(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 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.

4.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work 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.

4.12.3 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 respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on ‘No Claim Certificate’.

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

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

- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
- b) 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.
- c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

4.12.6 The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease.)

In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

On the other hand, if the value of contract decreases by more than 25% of the

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original contract value, Performance guarantee amounting 5% (five percent) of the decrease in the contract value shall be returned to the contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to contractor as per their request duly safeguarding the interest of DFCCIL.

4.13 SECURITY DEPOSIT

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

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

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

4.13.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.

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

4.14 TENDERER(S)'S CREDENTIAL:- NIL

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 OUTSOURCED PERSONS.

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

4.21 OTHER TERMS AND TERMINATION

4.21.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of one year extendable for one year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

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

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

4.21.4 In performing the terms and conditions of the contract, the Manpower Service

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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 LAWS AND REGULATIONS:

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

4.22.2 **Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, **DFCCIL**, shall be the final and binding.

4.23 INCOME TAX

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

4.24 GST

4.24.1 The GST, as applicable on gross value of each running account bill/Final bill shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same along with the each bill. Any modification in tax provision in future by Government will be binding on the contractor with immediate effect.

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

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

GST registration no. must be mentioned in each invoice.

4.25 PERMITS, FEES, TAXES & ROYALTIES

4.25.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt except GST. The GST liability on the Contractor will be governed by clause 4.24 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.26 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.26.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the Tender. The tender shall be inclusive of all taxes levies as mentioned in 4.25 above.

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

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

4.27.1 If the Firm/Contractor

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

- g) persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- h) fails to take steps to employ competent and / or additional staff and labour, or
- i) 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
- j) Suppresses or gives wrong information while submitting the tender.

4.27.2 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).

4.28 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

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

4.29 LABOUR RULES

4.29.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by 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 as applicable.

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

The Contractor shall have to follow all rules and regulation pertaining to payment of

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Minimum Wages Act as notified by Central/State Government applicable for project sites.
The Contractor shall also be responsible for observance of labour regulation in respect of labour welfare PF & EI.

4.30 COMPLIANCE OF VARIOUS ACTS:

4.30.1 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.

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

4.31.1 The employment of any person less than fourteen years (14 years) of age shall be prohibited from DFCCIL's 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 aforesaid act.

4.32 SETTLEMENT OF DISPUTES

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

4.32.2 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.

4.33 CONCILIATION/ARBITRATION

4.33.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.

4.33.2 If the Manpower Service Provider is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Manpower Service Provider may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case

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may be and other matters shall not be included in the reference.

4.33.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Manpower Service Provider. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Manpower Service Provider shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Manpower Service Provider.

4.33.4 In case, the Manpower Service Provider opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Manpower Service Provider may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

4.33.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

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

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

4.33.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Manpower Service Provider.

4.34 AWARD TO BE BINDING ON ALL PARTIES

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

4.35 SUBSTITUTE ARBITRATORS:

4.35.1 If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4.36 INTEREST ON AWARDED AMOUNT

4.36.1 Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

4.37 SETTLEMENT THROUGH COURT

4.37.1 It is a term of this contract that the Manpower Service Provider shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.

4.38 EXCEPTION

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

4.39 JURISDICTION OF COURTS

4.39.1 Jurisdiction of courts for dispute resolution shall be Ahmedabad only.

5. SECTION 5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Engagement of manpower service provider for providing Round the Clock Security of the office of Chief General Manager/DFCCIL, Ahmedabad, unit.

5.1 INTRODUCTION:-

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

5.2 DETAILED SCOPE OF WORK

5.2.1 Manpower service Provider has to provide services of outsourced persons in various categories (As per Section-6 Financial Proposal)

5.2.2 Manpower service Provider has to provide round the clock safety, security, watch & ward services for the office of Dedicated Freight Corridor Corporation of India Limited at Ahmedabad.

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

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

5.3 TERMS AND CONDITIONS:-

5.3.1 The manpower service provider shall, if and when so requested by DFCCIL, will provide the Placement services at the premises, or any other office of DFCCIL, B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -Gandhinagar Highway, Ahmedabad-380005 or anywhere else, as may be required, at the agreed rates. The essential qualification/skills/experience required is enclosed in **Annexure-I**.

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 and shall provide suitable replacement within 15 days' time.

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 the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 15 days time.

- 5.3.4 The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 5.3.5 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL (As per Section-6 Financial Proposal) 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.
- 5.3.8 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the 30 days written notice.

5.4 PAYMENT TERMS

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

5.4.2 ANTI PROFITEERING CLAUSE

The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST/Change in law, the contractor gets any credits/ benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

- 5.4.3 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (As per Section-6 Financial Proposal Financial Proposal), besides the commission payable to the Manpower Service Provider and applicable GST.
- 5.4.4 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.

- 5.4.5 Against the item mentioned in the schedule, one and a half time deduction shall be made per day on pro-rata basis in the event of any service not having been rendered one any particular day by one or more security patrolman.
- 5.4.6 In case of the agency/service provider/contractor(s) fails/ fail to provide the proper service(s) as per agreement during the currency of contract, action will be taken against the contractor as per Agreement.

5.5 OBLIGATION OF THE MANPOWER SERVICE PROVIDER

- 5.5.1 The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DFCCIL/Railway.
- 5.5.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 5.5.3 The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.
- 5.5.4 The Manpower service Provider shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of DFCCIL/railway 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 shall submit the Experience certificate of the outsourced persons for the last two years and also submit police verification for back-ground check and certify satisfactory character and antecedent records of them. Police verification for back-ground check of out sourced staff is mandatory by manpower service provider before deployment.**
- 5.5.7 The manpower service provider will provide **outsourced manpower young as far as possible and fit in all respect to perform assigned duties. Moreover the**

age of outsourced manpower deployed by the agency shall not exceed 65 years in any case

- 5.5.8 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/Railway. The DFCCIL/Railway 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/Railway be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL/Railway totally and completely indemnified against any such claim(s).
- 5.5.9 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.
- 5.5.10 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.
- 5.5.11 The attendance roll for the personal deployed by the Manpower Service Provider at the premises of DFCCIL/Railway 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
- 5.5.12 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/Railway for any reason. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued services.
- 5.5.13 DFCCIL reserves the right to increase/decrease the number of manpower depending as per its requirement. And add earlier same para
- 5.5.14 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 lapse on the part of the Manpower Service Provider or of any persons deployed by its pursuant to the contact.
- 5.5.15 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.
- 5.5.16 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.

- 5.5.17 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/Railway that such deputed do not have any claim whatsoever for any regular employment in DFCCIL/Railway. 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 within 15 day's time.
- 5.5.18 The services of the outsourced person engaged are liable to be transferred anywhere from one department to another without any extra remuneration depending on exigencies of the work.
- 5.5.19 The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL/Railway.
- 5.5.20 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.5.21 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.
- 5.5.22 It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL/Railway 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).
- 5.5.23 All outsourced staff should maintain Mobile phone.
- 5.5.24 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.
- 5.5.25 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.

- 5.5.26 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. The agency Contractor(s)/service provider's account.
- 5.5.27 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.
- 5.5.28 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.
- 5.5.29 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. DFCCIL shall issue identity cards to such security personnel.
- 5.5.30 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. The contractor shall issue required material / equipment like raincoat, umbrella, water bottle, batten, and whistle etc to the personnel deployed.
- 5.5.31 The contractor shall ensure that the security men deployed are fully alert while performing their duties. He shall also ensure that no unauthorized person create nuisance or disturbance within the premises of office and surroundings.
- 5.5.32 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 patrolman 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.
- 5.5.33 The contractor shall inspect the overall office security arrangements on his own at least once a month and it should be recorded in land register, whether any deficiency has been found.
- 5.5.34 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

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nominated officer of the DFCCIL for the purpose.

5.6 DUTIES LIST OF DIFFERENT CATEGORIES OF SECURITY MAN TO BE PROVIDED

1. Services are required at DFCCIL office at Ahmedabad proposed to be operated at B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat - Gandhinagar Highway, Ahmedabad-380005, However in case DFCCIL office is shifted to any other location for any reason, services shall be rendered at such new location to be advised by DFCCIL on the same rates and terms and condition and nothing extra shall be paid on account of change in location of office.
2. The security Service of CPM /DFCCIL/Ahmedabad office will be round the clock.. There will be three Shifts of eight hours each for a day. During each shift of eight hours the security person deployed should be different. It is the responsibility the Security agency to manage the weekly off of the persons deployed. Watch and ward services are required to be provided round the clock for all days of the week.
3. It shall be the responsibility of the contractor to provide accessories such as arms, weapons, whistle, torch and dandas to security personnel as per land security law.
4. The work executed shall be to the satisfaction of DFCCIL representatives. Rate shall include all incidental & contingent work which although not specifically mentioned in the scope are necessary for its completion in a sound and efficient manner.
5. Any damage, deterioration, loss caused to DFCCIL property due to negligence / carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the contractor’s bill or through other means as per the law.
6. The security service of DFCCIL office and premises Ahmedabad will be round the clock. The security person should try to prevent security and safety of DFCCIL office and premise with available means as per the law in case of unusual occurrences such as attempt to theft, attempt to rob, trace passers and any other matter appears objectionable to the safety and security of DFCCIL office and premise. He will also inform officer Incharge of DFC and DFCCIL officers at the earliest opportunity available to him. If it is necessary he should lodge complaint to the nearest police station.

5.7 QUANTITY VARIATION:-

5.7.1 An Item wise excess/ saving up to 100% in quantities /period can be done at the direction of DFCCIL at the same rate and conditions with overall variation within + 100%. However above 50% variation finance concurrence to be taken

5.8 RATES

5.8.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.

5.8.2 All statutory taxes (Except GST) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time EPF (Employer's contribution) and ESI(Employer's contribution), Bonus, (Except Gratuity as per extant Law) shall be borne by the contractor and the rate shall be inclusive of all such liabilities unless otherwise specified in the tender.

5.8.3 The GST liability on the Contractor will be governed by clause 4.24 of the tender document.

5.8.4 The quoted rates are **inclusive of statutory contribution** towards the EPF (Employer's and Employee's contribution), ESI(Employer's and Employee's contribution), Bonus as per extant Law and the same shall be deposited by the contractor in favour of persons deployed. Gratuity as per Law will be reimbursed on submission of proof of same having deposited with the appropriate Govt Authorities to the satisfaction of DFCCIL.

5.8.5 The salary to be paid to the Staff/Persons to be deployed is based on DFCCIL's Policy vide letter no. HQ/HR/3/Outsource Pol./9/201602199dated25.07.2017 subject to the revision of CTC as and when minimum wages are revised by Dy. Chief Labour Commissioner (Central), Ahmedabad and/or any revised rates or otherwise are advised by DFCCIL. It shall be effective from the date of implementation so advised by DFCCIL during currency of contract and the difference in such salary shall be reimbursable by DFCCIL on submission of documentary proof by the contractor to the satisfaction of DFCCIL. The revision of salary shall be accordingly including the service charges quoted by the successful tenderer. The decision of DFCCIL will be final and binding.

5.9 PAYMENT SCHEDULE

5.9.1 Payments will be made monthly by the APM or Dy.PM/Fin. nominated by the DFCCIL, as per the accepted rates terms and conditions.

5.9.2 On Account Payment

- a) The Manpower Services Provider shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.
- b) The Manpower Services Provider shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets. Along with the above, the Manpower Services Provider will submit documentary proof to the satisfaction of

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DFCCIL, Bank Account of hired manpower / deploy staff and having deposited the required statutory amount towards salary, EPF (Employer & Employees contribution) and ESI (Employer & Employees contribution) in the account with appropriate authority, of each person deployed respectively for the month/months for which the on-account bills having being submitted. Without having submitted this proof, the on-account bill will not be processed and no payment will be made to the Contractor.

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

5.10 PAYMENT TO THE STAFF DEPLOYED:

5.10.1 All staff deployed should have the saving bank account and the Manpower Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month.

6. SECTION-6**FINANCIAL-PROPOSAL****Schedule of Approximate Quantities and Rates**

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

Tender No. : DFCC/ADI/ Security Guard/04/2018-19

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

Category	Unit	Gross Salary (Rs.)	Quantity (Nos)	CTC Amount for 01 month (Rs)	CTC Amount for 24 month (Rs)
Security Guard	Per Man month	22,088/-	3	66,264/-	15,90,336/-
TOTAL AMOUNT for 24 Month (Rs.)					15,90,336/-
Total Rs. Fifteen Lakhs Ninety Thousands Three Hundred and Thirty Six only.					

Service Charge in term of percentage(%) above only (To be quoted by Tenderer)	In Figure.....% In words.....%
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1. Tenderer(s)'s have to quote the commission/ service charges in terms of percentage (%) in the respective column. The offer should be quoted both in figure and words.
2. All figures quoted in the respective column should be covered with a transparent adhesive tape.
3. GST/service tax, as applicable, is reimbursable to the agency after submission of documentary proof regarding depositing the amount to concerned department.
4. Salary to Staff is inclusive of Minimum Wages (Including DA).
5. **Offers wherein percentage is not quoted correctly in figure and in words OR taxes/other additions are quoted separately instead of including in overall percentage quoted.....will be summarily rejected.**
6. **In the event of receiving same rates from two or more bidders, the rate quoted by bidder having higher contractual receipts in last three financial years and in current financial year, duly certified by Chartered Accountant, will be given preference.**

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 and Bonus on a monthly basis and other statutory provisions on timely basis. In case of default in payment of statutory provisions by the

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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.

Declaration by the tenderer

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation there of.

(Seal & Signature of Tenderer(s))

Address

ANNEXURE – I

Eligibility Condition for Security Guard

Security Personnel:

- 4.1.2.1 Essential qualification for security Personnel: Minimum VIII th Class passed + working experience in similar capacity.
- 4.1.2.2 The Contractor will get the police verification done for such security guard.
- 4.1.2.3 The Manpower Service Provider will provide outsourced Security Guard young as far as **possible and fit in all respect to perform assigned duties.** Moreover the age limit of the out sourced manpower deployed by the agency shall not exceed 65 years in any case.

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

ANNEXURE – III

Self Certificate

- a. I/We have downloaded the tender form from the internet site www.tenderwizard.com/DFCCIL and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
- b. I/we are submitting a demand draft No.....datedissued by for Rs.....towards the cost of tender form.
- c.I/We certified that I/we am/are not blacklisted or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening oftenders/Tenders.

Signature of the Tenderer/s:

FORM OF AGREEMENT
(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____
(Month/year) between DFCCIL, acting through Chief General Manager, DFCCIL, **B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -Gandhinagar Highway, Ahmedabad-380005.** (herein after called the "DFCCIL") of the one part and (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Contract No. _____ (hereinafter called "the works", and has accepted a Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 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.
1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter 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)

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

Witness:

- (i)
- 1.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

Annexure - V

**FORM OF IRREVOCABLE GUARANTEE BOND FOR
PERFORMANCE GUARANTEE (PG).**

(The Bank Guarantee(BGs) to be submitted by the suppliers/ contractors should be sent directly to "Chief General Manager; DFCCIL; B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -Gandhinagar Highway, Ahmedabad-380005" by the issuing Bank under Registered Post A. D.).

To.

Chief General Manager;

DFCCIL;

B/3rd floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat –Gandhinagar Highway, Ahmedabad-380005

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

1. We.....indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
2. We under take to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have noagainst us for making such payment.
3. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including

Tender No. "DFCC/ADI/Security Guard/04/2018-19"

Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or tilloffice/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the we shall discharge from all liability under this guarantee thereafter.

4. We,(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We,(indicate the name of Bank)undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

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

For. _____

(Indicate the name of the Bank)

Signature of Tenderer(s)

Annexure VI

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

I/WE THE UNDER SIGNED 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.....

AND SO ON

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE
TENDERER(S)'S RELATIVE IN DFCCIL TO BE MENTIONED BY THE
TENDERER(S)/TENDERER(S)S IN 1,2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)/TENDERER(S)S

Annexure-VIII**Details of works under progress in last three financial years including current financial year**

S N	Name of Work	Acceptan ce letter no	Date of Accep tance letter	Organi zation for whom work is being done	Final Cost of Work	Date of comme nceme nt of Work	Date of Actual compl etion of Work	Certifi cate /Cred ential availa ble at Page No	Remar ks
1	2	3	4	5	6	7	8	9	10

NOTE:-

The tenderer/s must attach performance certificate issued by the organizations for which the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be self-attested.

Signature of the Tenderer/s: -

**END
OF DOCUMENT**