

Bharuch Dahej Railway Company Limited



OPEN TENDER

FOR

Annual supply and positioning of Security Guard & Gate man on the Broad Gauge (BG) Single line between Bharuch – Samni – Dahej for a period of 03 years (Three years)

OPEN TENDER NO: BDRCL/Security Guard & Gate man/2022-25 DATED 13.07.2022

KEY INFORMATION

Issue of Notice for Tender	Date 13-07-2022
Tender Submission	Date 04-08-2022 by 11.00 hrs.
Opening of Tender	Date 04-08-2022 by 15.30 hrs.

**AGM, C&A and O&M
Bharuch Dahej Railway Company Limited
301/2, RUBELLITE BUILDING,
32, AJIT NAGAR SOCIETY, NEAR URMI CHAR RASTA,
VADODARA - 390020**

DISCLAIMER

1. Though adequate care has been taken in the preparation of this Open Tender, the Tenderer should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office within 5 days of submission of Tender, it shall be deemed that the Open Tender is complete in all respects and the Tenderer is satisfied that the Open Tender is complete in all respects.
2. Bharuch Dahej Railway Company Limited, herewith mentioned as BDRCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Open Tender. Therefore, each Tenderer should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Open Tender and obtain independent advice from appropriate sources. The Tenderer shall bear all its costs associated with the preparation and submission of its tender including expenses associated with any clarifications which may be required from BDRCL or any other costs incurred in connection with or relating to its Tender. All such costs and expenses will remain with the Tenderer and BDRCL shall not be liable in any manner.
3. BDRCL will have NO liability to any Tenderer or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Open Tender , any matter deemed to form part of this Open Tender , the award of the License, the information and any other information supplied by or on behalf of BDRCL or otherwise arising in any way from the selection process of the License.
4. The issue of this Document does not imply that BDRCL is bound to select the Tenderer or to appoint the Selected Tenderer. BDRCL reserves the right to reject any or all of the Tenders submitted in response to this Open Tender at any stage without assigning any reasons whatsoever. BDRCL also reserves the right to withhold or withdraw the process at any stage with intimation to all Tenderers who have submitted the Tender.
5. BDRCL reserves the right to change/ modify/amend any or all of the provisions of this Tender at any stage. Such changes shall be notified to all Tenderers by BDRCL.

1. TENDER NOTICE

Sealed Open Tender is invited for taking up the following work:

S. No	NAME OF WORK	Estimated Cost (Rs.)	EMD Amount (Rs.)	Cost of Open Tender (Rs.)	Completion Period
1	Deployment of Security Guard on BG Single line between Bharuch-Samni-Dahej Security Guard= 20 + 4 RG/LR = 24 nos.	Rs. 6,39,39,240/- (Rupees Six Crore Thirty Nine Lakh Thirty Nine Thousand Two Hundred Forty Only)	Rs. 4,69,696/- (Rupees Four Lakh Sixty Nine Thousand Six Hundred Ninety Six only)	Rs. /- 2500/- (Rupees Two Thousand Five Hundred Only)	36 months
2	Deployment of Gateman BG Single line between Bharuch-Samni-Dahej Gate man = 44+15 RG = 59 nos.				
3	Supervisor – 2 nos.				

SALE OF TENDERS

Non-Transferable Open Tender will be issued individually on requisition in writing from the intended Tenderers or their accredited representatives.

Open Tender can be obtained from the office of the AGM (C&A and O&M) /BDRCL, 301/2, Rubellite Building, 32, Ajit Nagar Society, near Urmi Char Rasta, Vadodara – 390020 on payment of the prescribed cost during working hours on any working day as per the date mentioned below:

- a. Sale of Open Tender begins on = 13-07-2022
- b. Sale of Open Tender closes on = 04-08-2022 at 11.00 HRS.

The Tender document can also be downloaded from BDRCL web site www.bdrail.in with effect from 13-07-2022. **The cost of Document is Rs. 2500/- (Rupees Two thousand five hundred only)** to be payable by Demand Draft. Demand Draft is payable in favour of BHARUCH DAHEJ RAILWAY COMPANY LIMITED payable at Vadodara should be submitted along with the offer at the time of submission in a separate envelope marked “Cost of Tender Document”, failing which the offer will be summarily rejected. Under no circumstances the cost of Tender Document will be refunded to the applicants.

SUBMISSION OF TENDERS:

The tenders duly filled shall be submitted in the in the tender box kept in the Office of BDRCL, Vadodara at date and Time mentioned below:

Last Date & Time for submission of tender = 04-08-2022 by 11.00 hrs at the Office of BDRCL, Vadodara, 390020

**AGM (C&A and O&M)
BDRCL, Vadodara**

2. ELIGIBILITY OF BIDDERS

All Tenders shall be screened for the eligibility norms detailed below. Tenderer not meeting with these norms shall be summarily rejected.

- 2.1 The Tenderer should be either an Individual or a Company incorporated under the Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act, 2008.
- 2.2 The minimum average annual turnover of the similar work tenderer during the last 3 years i.e., should be 150% of present tender value, the tenderer should enclose certified copies of Balance Sheet and Profit and Loss Account and ITR Copy for each of the years.
- 2.3 The tenderer should have successfully completed atleast minimum 35% similar and single work of advertised tender value in the last three financial years of cost of present tender. The tenderer should enclose the copies of work order, final bill, completion certificate from relevant railway/government authority Public Sector Company and Other Railway SPV and Private Railway Lines in support of successful completion of work failing which their tender may be rejected. Partially completed works shall not be considered. Similar nature of work shall mean manpower supply, security contracts, works involving high manpower requirement.

Note:

- a. In case of composite works involving combination of different works, value of separately completed similar works can also be considered for evaluating the eligibility.
- b. The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.
- c. In case the tenderer is not a prime Tenderer but a sub-Tenderer, the tenderer's experience is sub-Tenderer will be taken into account if the contract in support of qualification is a subcontract in compliance with the provision of such sub-contract in the original contract awarded to prime Tenderer.

Tenders which satisfy the above criteria will be called “eligible Tender”. Only eligible Tenders shall be considered for evaluation.

2.4 Additional Mandatory Documents required to be submitted with this Tender

- 2.4.1 The Tenderer must submit the attested copies of following documents along-with this tender. Any failure in submission of these documents may render the tender ineligible.
 - a. Document showing PAN.
 - b. Copy of Income Tax Returns of last 3 financial years.
 - c. List of tools and plants necessary to execute this work.
 - d. List of qualified personnel (with their qualifications) for execution of this work.
 - e. List of On-going Works (along-with Location, Awarded Cost of Work, Payments received until date of Tender, anticipated date of completion of these works)
 - f. List of Works tendered, along-with advertised cost of work, location, etc.
 - g. A Self Declaration regarding delisting/banning by any Govt. or Public Sector agency

3. INSTRUCTIONS TO TENDERERS

Tender is invited from Tenderers for the work of “Deployment of Security Guard & Gate Man” for 36 months.

The tender should be furnished in the format at Chapter 4 with the documents specified in this Document.

3.1 GENERAL INSTRUCTIONS

- 3.1.1 The Tenderer shall pay to BDRCL a non-refundable sum of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) as the Cost of this Document to be payable by Demand Draft. Demand Draft is payable in favour of BHARUCH DAHEJ RAILWAY COMPANY LIMITED payable at Vadodara should be submitted along with the offer at the time of submission in a separate envelope marked “Cost of Tender Document”.
- 3.1.2 The Tenderer shall deposit an Earnest Money of Rs. 4,69,696/- (Rupees Four Lakh Sixty Nine Thousand Six Hundred Ninety Six only). BDRCL shall not be liable to pay any interest on the Earnest Money. The Earnest Money shall be deposited in the form of Demand Draft or Account Payee Cheque issued by a Scheduled Commercial Bank in favour of Bharuch Dahej Railway Company Limited payable at Vadodara.
- 3.1.3 The validity period of the demand draft shall not be less than 90 days from the Tender Due Date, and may be extended as mutually agreed between the BDRCL and the Tenderer from time to time. The Tender shall be summarily rejected if it is not accompanied by the valid Earnest Money.
- 3.1.4 The Earnest Money of unsuccessful Tenderers shall be returned, without any interest, as promptly as possible on the acceptance of the Tender of the successful Tenderer or when the Tender is cancelled, except in the case of the Selected Tenderer whose Earnest Money shall be retained till it has provided a Security Deposit under the Contract Agreement for the entire duration of the contract.
- 3.1.5 Any condition or qualification or any other stipulation contained in the Open Tenders shall render the Tender liable to rejection as a non-responsive Tender.
- 3.1.6 Any information contained in the Tender shall not in any way be construed as binding on BDRCL, but shall be binding against the Tenderer, if the Tender is subsequently awarded to it on the basis of such information.
- 3.1.7 BDRCL reserves the right not to proceed with the Tendering Process at any time without notice or liability and to reject any/all Tenders without assigning any reasons.
- 3.1.8 BDRCL reserves the right to forfeit the Earnest Money if:
 - (a) At any time, a material misrepresentation is made by the Tenderer or
 - (b) The Tenderer does not provide, within the time specified by the BDRCL, the supplemental information sought by BDRCL for evaluation of the Tender, or
 - (c) Any ambiguity, non-clarity and/or apparent mistake of the Tenderer, as determined by BDRCL.

Such misrepresentation/improper response shall lead to the disqualification of the Tenderer.

- 3.1.9 Any queries or request for additional information concerning this Tender shall be submitted in writing to the AGM (C&A and O&M), BDRCL, Vadodara or by email to bdrc124@gmail.com. The envelopes/ communication shall clearly bear the following identification/ title: **“Clarification for Tender No: BDRCL/Security Guard & Gate man/2022-25 DATED-13-07-2022.**

3.2 BRIEF DESCRIPTION OF THE TENDERING PROCESS

- 3.2.1 Tenderers would be required to furnish/submit all the information specified in this Document including information sought in respect of qualifications of the tenderer as well as the price offer.
- 3.2.2 The Tenderers shall be responsible for all of the costs associated with the preparation of their Tenders and their participation in the Tendering Process. BDRCL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Tendering Process.
- 3.2.3 BDRCL reserves the right to accept or reject any Tender, to cancel or modify the process or any part thereof or to vary any of the terms and conditions, and/or to annul the Tendering Process and reject all Tenders, at any time during the Tendering Process, without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for BDRCL's action.
- 3.2.4 **Tenders with alterations, overwriting etc. shall be summarily rejected.**

3.3 SEALING AND MARKING OF TENDERS

- 3.3.1 The envelope containing the tender superscribed with the Tender Number and Due Date of submission, shall be addressed to AGM (C&A and O&M), BDRCL, 301/2, Rubellite Building, 32,Ajit Nagar Society, near Urmi Char Rasta, Vadodara – 390020.
- 3.3.2 The tender shall contain following documents:
- (i) Account Payee Cheque or Demand draft for Rs. 4,69,696/- (Rupees Four Lakh Sixty Nine Thousand Six Hundred Ninety Six only) as Earnest Money in favour of Bharuch Dahej Railway Company Limited payable at Vadodara
 - (ii) Power of Attorney for signing the Tender as per the format at Chapter 4 - C
 - (iii) Copy of Memorandum and Articles of Association, if the Tenderer is a body corporate, and if a partnership then a copy of its Partnership Deed and if a LLP then a copy of LLP Agreement.
 - (iv) Copies of Tenderer's balance sheet and profit and loss account for the preceding 3 years duly audited by Chartered Accountant,
 - (v) Copy of PAN, Latest copy of Income Tax Returns, / Works Contract Tax Registration / GST registration Certificate,
 - (vi) The Techno-Commercial offer including duly signed Open Tender under the Tenderer's seal on all pages and the price offer specified Chapter – 4 A.

Envelopes not superscribed with Tender Number and Due date of submission are liable for rejection.

- 3.3.3 The Tenders can be sent either by hand delivery (dropped in the Tender Box), Registered Post or Courier to AGM (C&A and O&M), BDRCL, 301/2, Rubellite Building, 32, Ajit Nagar Society, near Urmi Char Rasta, Vadodara – 390020
- 3.3.4 If the envelopes are not sealed and marked as instructed above, BDRCL assumes no responsibility for the misplacement or premature opening of the contents of the Tender and consequent losses, if any, suffered by the Tenderer.
- 3.3.5 Tenders submitted by fax, telex, telegram or e-mail shall be rejected.

3.4 TENDER DUE DATE

- 3.4.1 Tenders should be submitted on or before 11:00 hours IST on the Tender Due Date, at the address provided in Clause 3.3.3 in the manner and form as detailed in this Document.
- 3.4.2 Tenders received by BDRCL after the specified time on the Tender Due Date shall not be eligible for consideration and shall be summarily rejected. If the Tender sent by registered post or courier arrives at the afore-mentioned address after the submission time on the due date, it will be treated as **LATE** Tender.

Last Date & Time for submission of tender = 04-08-2022 by 11:00 hrs at the Office of BDRCL, Vadodara-390020

3.5 PROPOSAL VALIDITY

The Tender including the Earnest Money shall remain valid for consideration of BDRCL for a period of 90 days from the **last date of submission of Tender** as specified in section 3.4 above. In case of any need, BDRCL may request the Tenderers to extend the period of validity of their Tenders on the same terms and conditions.

3.6 TENDER OPENING

Tenderers interested may like to be present at the BDRCL Office at the closing time of Tender submission and witness the Tender Opening immediately thereafter. Representatives of Tenderers shall carry an authority letter from their firm.

Date & Time of Tender Opening : 04-08-2022 by 15.30 hours

Place of Tender Opening : Office of BDRCL, Vadodara

3.7 STATUTORY COMPLIANCES AS PER APPLICABLE LAWS

- 3.7.1 Upon acceptance of Tender by BDRCL, the Tenderer shall become the Tenderer of BDRCL for the work mentioned in this Tender.
- 3.7.2 The Tenderer shall obtain all legal licenses and approvals before the commencement of Contract. The Tenderer shall be solely responsible for any delay in commencing the work on account of delay in obtaining necessary legal approvals / licenses and the same shall not constitute a ground for extension of time for any purpose.
- 3.7.3 The Tenderer shall comply with the provisions of all labour legislations with regard to all his employees involved in the performance of this Contract, including the requirements of:
- i. Payment of Wages Act
 - ii. Workmen's Compensation Act
 - iii. PF & ESI Acts
 - iv. Prevention of Child Labour Act,
 - v. Minimum Wages Act 1948
 - vi. All other applicable laws as may prevail and amended from time to time.
- 3.7.4 All liabilities like Salaries, wages and other statutory obligations in respect of the persons engaged by the Tenderer shall be the responsibility of the Tenderer. The

Tenderer shall take necessary steps to cover its employees under the said enactments.

- 3.7.5 If the Tenderer causes any liability to BDRCL due to any default on account of any statutory provisions or law, such as those mentioned in Para 3.7.3, BDRCL shall recover the same amount from the Tenderer from the bills payable to the Tenderer or from the Security Deposit of the Tenderer. In addition, a penalty of 20% of the above amount would also be levied and recovered from their Security Deposit. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit shall be refunded only after due satisfaction as regards the above payments.

3.8 INSPECTION OF SITE BEFORE TENDERING

The tenderer shall inspect the proposed site of work and acquaint himself with the site conditions, working hours etc. and all relevant items connected with the execution of the work. He will be solely responsible for the inspection of site and there shall be no excuse for performance of the contract on this account.

3.9 SECURITY DEPOSIT:

1. The successful Tenderer shall submit a Security Deposit (SD) to BDRCL in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee in favour of Bharuch Dahej Railway Company Limited payable at Vadodara issued by a Nationalized Bank, amounting to 5% percent of the contract value. The SD shall be submitted by the successful tenderer after the letter of acceptance (LOA) has been issued, but before signing of the agreement.
2. The Earnest Money deposited by the successful tenderer with his tender will be retained by the BDRCL as part of security deposit 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, may be deposited by the Contractor or may be recovered by percentage deduction i.e. 10% from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the BDRCL 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 5% of the total value of the contract. Interest shall not be payable on the Earnest Money deposit and any Security Deposit.

Recovery of Security Deposit: 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.
3. The SD shall be valid for the Term of the Contract and for a period extending 90 days beyond the Term of the Agreement. BDRCL agrees to discharge the SD within 30 days from the expiry of the aforementioned period after

deduction/settlement of outstanding dues against the Tenderer. The Tenderer shall bear all costs towards SD. In case, the time for completion of work gets extended, the Tenderer shall get the validity of SD extended to cover such extended time of completion of work plus 90 days. The Security Deposit shall, however, be released only after passing the final bill based on 'No Claim Certificate' from the contractor.

Note – (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

(ii) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (I) of this clause will be payable with interest accrued thereon.

4. If the Tenderer causes any liability to BDRCL due to any default on account of any statutory provisions or law, BDRCL shall recover the same amount from the Tenderer from the bills payable to the Tenderer or from the Security Deposit of the Tenderer. In addition, a penalty of 20% of the above amount would also be levied and recovered from their Security Deposit. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit shall be refunded only after due satisfaction as regards the above payments.
5. By virtue of the provisions of the applicable Act or the Rules made thereunder the Act, in case BDRCL is obligated to pay any amount of wages to a workman employed by the Tenderer or his sub-Tenderer(s) used for execution of this work or incur any expenditure in providing welfare and health amenities required to be provided under this Act and the Rules or incur any expenditure due to Tenderer's failure to fulfill his statutory obligations under this Act or the Rules, BDRCL will recover from the Tenderer, the amount of wages to paid so the amount of expenditure so incurred, and without prejudice to the rights of the BDRCL, BDRCL shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by BDRCL to the Tenderer, whether under the contract or otherwise. The decision of the BDRCL regarding the amount recoverable from the Tenderer as stated above, shall be final and binding on the Tenderer.
6. Whenever the contract is rescinded, the Security Deposit shall be forfeited. The balance work shall be got done independently without risk & 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 in his/her individual capacity or as a partner of any other JV/partnership firm.
7. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above,

BDRCL reserve the right to forfeit Earnest Money /Security Deposit.

8. If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), Security Deposit equivalent to 25% of the applicable Security deposit shall be forfeited. If the penalty imposed exceeds 75% of the applicable Security deposit, a Security deposit equivalent to 50% of the applicable Security deposit shall be forfeited.

3.10 GST /COMMERCIAL TAX

State Govt./local bodies, GST/ Commercial Tax at the rate prescribed by the Govt. of State for works contract/construction contracts will be recovered from the bills from time to time for works carried out in the State Govt./local bodies.

3.11 TENDERER’S EXECUTIVE AT SITE

- 3.11.1 The Tenderer should nominate his representative on the works and at the site of work, which will be authorized to receive and acknowledge and implement the instruction and orders issued by the Engineer / Inspecting Officials of BDRCL. These representatives should also be authorized to receive, acknowledge and account for the materials issued by BDRCL for genuine use on the work. The attested specimen signature of the Tenderer(s) representatives shall be submitted and deposited with the Engineer-in-Charge of the work before starting the work.
- 3.11.2 The Tenderer shall engage Supervisor whose duties shall be to give proper set out of instructions and complete execution of works in all respect as per detailed specifications. He shall also be responsible for the quality control and other related things of the work.

Signature of Tenderer

Date:.....

4. Covering Letter Comprising the Tender

Date:

To
AGM(C&A and O&M)
Bharuch Dahej Railway Company Limited
301/2, Rubellite Building,
32, Ajit Nagar Society, near Urmi Char Rasta,
Vadodara-390020(Guj.)

Sub: Annual Tender for supply and positioning of Security Guard & Gate Man on the BG Single line between Bharuch-Samni-Dahej for a period of 03 years (Three years)

Dear Sir,

1. With reference to your Open Tender No. _____ dated _____, I/we, having examined the Open Tender and understood its contents, hereby submit my/our Tender along with the Tender for the award of Contract. The Letter and the Tender is unconditional and unqualified.
 2. I/ We acknowledge that BDRCL shall be relying on the information provided in the Tender and the documents accompanying this Tender for qualification of the Tenderer(s) for the award of Contract, and I/we certify that all information provided in the Tender and its Annexes is true and correct.
 3. I/We understand that the submission of Tender does not guarantee the award of the said Contract. I/ We shall make available to BDRCL any additional information it may find necessary or require to supplement or authenticate the Tender.
 4. I/ We acknowledge the right of BDRCL to reject our Tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 5. The power of attorney for signing of Tender as per format provided at **Chapter 4-B** of the Open Tender, are also enclosed.
 6. In the event of my/our being declared as the Selected Tenderer, I/We agree to enter into a Contract Agreement in accordance with the GCC and SCC that has been provided with this document. We will not seek any changes in this and agree to abide by the same.
 7. The commercial/financial offer has been submitted by me/us after taking into consideration all the terms and conditions stated in the Open Tender, Contract Agreement, my/our estimates of costs and all the conditions that may affect the Tender.
 8. The valid Earnest Money in the form of a Demand Draft is attached.
 9. I/We agree to keep my/our Tender valid for 90 days from the Tender Due Date specified in the Open Tender.
 10. I/ We agree and undertake to abide by all the terms and conditions of the Open Tender.
- In witness thereof, I/ we submit this Tender along with our Tender under and in accordance with the terms of the Open Tender.

Yours faithfully,

Signature, name and designation of the Authorized Signatory**Date:****Place:**

4A – Schedule of Work

Name of work:

1. Supply and positioning of Security Guard & Gate man on the BG Single line between Bharuch-Samni-Dahej for a period of 03 years (Three years)

2. Address
3. Contact Number
4. PAN
5. GST No

For 36 months

S. No	Description	Unit	Nos	Rate	Amount in Figures and Words
1.	Deployment of Security Guard in prescribed uniform and tools & security related implements and mobile in 12 hours shift for 36 months.	Per security guard per shift	24	Rs. 20,488 per 12 hours shift per person	Rs. 1,77,01,632/- (Rs. One Crore Seventy Seven Lakh One Thousand Six Hundred Thirty Two Only)

For 36 months

S. No	Description	Unit	NOS	Rate	Amount in Figures and Words
1.	Deployment of Gate man on nominated gates in prescribed uniform and safety related devices such as torch, whistle and mobile phone etc in 12 hours shift for 36 months	Per gatemen per 12 hours shift per day	59	Rs. 20,930/- per 12 hours shift per person	Rs. 4,44,55,320/- (Rupees Four crore Forty Four Lakh Fifty Five Thousand Three Hundred Twenty only)

For 36 months

S. No	Description	Unit	NOS	Rate	Amount in Figures and Words
1.	Deployment of Supervisor in 12 hours shift for 36 months	Per gatemen per 12 hours shift per day	2	Rs. 24,754/- per 12 hours shift per person	Rs. 17,82,288/- (Rupees Seventeen Lakh Eighty Two Thousand Two Hundred Eighty Eight only)

4B - Power of Attorney for signing of Tender

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at....., who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the contract for “Annual Supply and positioning of Security Guard & Gate man on the BG Single line between Bharuch-Samni-Dahej for 3 years” for which tenders are invited by BDRCL including but not limited to signing and submission of all Open Tenders, Tender and other documents and writings, participate in tenderers and other conferences and providing information/ responses to BDRCL, representing us in all matters before BDRCL, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with BDRCL in all matters in connection with or relating to or arising out of our Tender for the award of Contract to us and/or till the entering into of the Contract Agreement with BDRCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022

For..... (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

PROFORMA -1

1	Full name of Tenderer/s Construction firm and year of establishment.	
2	Registered/Head Office Address	
3	Branch Office in India	
4	Constitution of Firm give full details including name of partners/Executive/s Power of Attorney Holders etc.	
5	Particulars of registration with Government Semi-Govt. Organization, Public sector undertaking and local bodies etc.	

Note - The information furnished above shall be supported by authentic documents including registration number of the firm. The copies of documents submitted shall be duly self attested.

Signature of the Tenderer

PROFORMA – II A**DETAILS OF WORKS OF SIMILAR NATURE CARRIED OUT**

Sr. No.	Name of work	Organization for which Work done.	Place	Tendered cost	Time taken for completion of work		Principal features of the work in brief.	If performance certificate from the concerned Govt. Body/ Public Sector/ Private Organization is attached
					As stipulated in contract	Actual time taken		
1	2	3	4	5	6	7	8	

Note:

The tenderers must attach performance certificate issued by the organization for which the work was carried out.

The information furnished above shall be supported by authentic documents.

The copies of documents submitted should be duly attested by a gazette officer.

Signature of the Tenderer

PROFORMA – II B**DETAILS OF WORKS UNDER EXECUTION OR TENDERED FOR**

Sr. No	Name of work	Organization for whom is being done/ Tendered.	Place	Tendered cost.	Work in progress		Work Tendered for			Remarks
					Date of commencement	Expected date of completion.	Estt. cost	Date When decision is expected.	Stipulated date or period of completion.	

Note:

The information furnished above shall be supported by authentic documents.
The copies of documents submitted should be duly attested by Gazetted Officer.

Signature of the Tenderer

PROFORMA – III**DETAILS OF PLANT AND MACHINERY**

Sr. No	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age and conditions	Remarks
1	2	3	4	5	6	7

Note: Indicate clearly, whether.

- (i) Owned by firm. Or
- (ii) To be purchased by firm giving date of placing order and likely date of receipt.

Signature of the Tenderer

PROFORMA – IV

PARTICULARS OF PERSONS TO BE EMPLOYED ON THE WORK

Sr. No.	Name & Designation	Qualification	Professional Experience	Remarks
1	2	3	4	5

Strike out if not applicable

Signature of the Tenderer

PROFORMA – V

SUB-TENDERERS

Item	Element of work	Approximate value	Name and address of Sub- Tenderer	Statement of similar works previously executed
1	2	3	4	5

Note: Details of Agreement/Acceptance of Sub-Tenderer / Associates be submitted wherever required.

Signature of the Tenderer

5. GENERAL CONDITIONS OF CONTRACT

5.1 GENERAL

- 5.1.1 These special conditions and the work schedule shall govern the works to be executed under this contract.
- 5.1.2 Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the BDRCL.
- 5.1.3 The movement of personnel with in the section for performance of duty shall be the responsibility of the Contractor at his own cost.

5.2 CESS CHARGES: For Tenderer's labour employed at stations where BDRCL sanitary facilities exist, Tenderer (s) shall be required to pay nominal cess charges as notified by BDRCL. For Security guard & Gate man working between stations or at isolated places where sanitary facilities do not exist, the Tenderer (s) shall be required to provide necessary facilities for their worker. In case of any failure by Tenderer, necessary facilities shall be provided by the BDRCL at the cost of Tenderer and expenditure thus incurred will be recovered from his bills.

5.3 RETURNS: During the execution of work, the Tenderer shall furnish to the Engineer-in-Charge every week, a classified return of number of the people employed on the work during the week preceding the period. The Tenderer shall also furnish to the Engineer-in-Charge a report of any accident which may have occurred within 24 hours of its occurrence.

5.4 WATER

- 5.4.1 The Tenderer shall make his own arrangements for potable and other water supply required for the execution of the work as well as for his Worker. However, if water is supplied by the BDRCL, the Tenderer(s) will have to pay water charges as decided by Engineer.
- 5.4.2 The Tenderer shall provide and maintain a sufficient supply of water fit for drinking at suitable places easily accessible to Worker.

5.5 PROVISIONS OF CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

- 5.5.1 The Tenderer shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, as modified from time to time, wherever applicable and shall also indemnify BDRCL from and against any claims under this Act and the Rules.
- 5.5.2 The Tenderer shall obtain a valid license under the aforesaid Act before the commencement of the work and continue to have a valid license until the completion

of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

- 5.5.3 The Tenderer shall pay including the increased wages, if any, as per Minimum Wages Act to the labour employed by him directly or through sub-Tenderer the wages as per provisions of the contract or cause to be paid the wages to laborer indirectly engaged on the work including any engaged by his sub-Tenderers in connection with the said work, as the labour had been immediately employed by him. Nothing extra will be paid on this account and the rates quoted by him will take into account all contingencies even for the future.
- 5.5.4 In respect of all labour directly or indirectly employed on the work for performance of the Tenderer's part of the contract, the Tenderer shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- 5.5.5 By virtue of the provisions of this Act or the Rules, in case BDRCL is obligated to pay any amount of wages to a workman employed by the Tenderer or his sub-Tenderer(s) used for execution of this work or incur any expenditure in providing welfare and health amenities required to be provided under this Act and the Rules or incur any expenditure due to Tenderer's failure to fulfill his statutory obligations under this Act or the Rules, BDRCL will recover from the Tenderer, the amount of wages to paid so the amount of expenditure so incurred, and without prejudice to the rights of the BDRCL under section 20 sub section (2) and section 21 subsection(4) of the aforesaid Act, BDRCL shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by BDRCL to the Tenderer, whether under the contract or otherwise. The decision of the BDRCL regarding the amount recoverable from the Tenderer as stated above, shall be final and binding on the Tenderer.
- 5.5.6 The Tenderer shall, indemnify BDRCL against any claim for compensation arising out of section 12(1) Workmen's Compensation Act, 1923 and subsequent amendments thereof due to any reasons whatsoever.

5.6 ERRORS, OMISSIONS AND DISCREPANCIES

The Tenderer shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt, shall bring it to the notice of the Engineer without delay. In case of any contradiction, the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

In case of any clarity in interpretation of any clause of this Tender document, the interpretation as laid down by BDRCL shall prevail.

5.7 TRESPASS

The Tenderer shall at all times be fully responsible for any damage or trespass committed by his agents or workmen in carrying out the work, even if such trespass is authorized by the Engineer.

5.8 INFLAMMABLE ARTICLES

Inflammable materials, such as petrol, oil, etc., shall be stored separately from other materials and all due precautions as required under the Indian Explosives Act, or any other act shall be taken by the Tenderer to prevent any fires, etc.

5.9 PLEA OF CUSTOM

The plea of custom prevailing will not on any account be permitted as excuse for an infringement of any of the conditions of the contract or specifications.

5.10 ARRANGEMENTS FOR PERMITS OR LICENCE

Arrangements for permits and license for materials will not be made by BDRCL or any assistance given. The Tenderer will have to make his own arrangements. Also, no import license shall be arranged by BDRCL for this work.

5.11 TAXES AND ROYALTIES

5.11.1 All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the Tenderer to the government / public body/ local authority and no additional amount will be paid or claim entertained on this account by BDRCL.

5.11.2 All taxes such as Income tax, GST and other taxes as prescribed by Central / State Govt. from time to time shall be applicable. The Tenderer shall be fully responsible for payments of all such taxes without any liability of BDRCL for deductions towards such taxes from the payments to Tenderer in accordance with rules in force from time to time.

5.12 DEDUCTION FOR INCOME TAX

BDRCL will deduct income tax on the gross amount and surcharge on income tax of each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recorded while making payment to the Tenderer/s. The settlement of income tax should be made with the Income Tax authorities.

5.13 NOTICE TO PUBLIC BODIES

The Tenderer shall give to the municipality, police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be levied on account of his operations in executing the Contract. He should make any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.

5.14 SETTING OUT

The Tenderer shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment thereof. If at any time any error in this respect shall appear during the progress of the work, the Tenderer at his own expenses should rectify such error if so required, to the satisfaction of the Engineer.

5.15 CARE OF STAFF

5.15.1 No quarters will be provided by BDRCL for the accommodation of the Tenderer or any of his staff employed on the work. The Tenderer may be allowed to erect any labour camps for housing the Worker at or near the site of work on available BDRCL land subject to payment of cess and water charges. The Tenderer shall at his own cost make all necessary and adequate arrangement for the importation, feeding and preservation of the hygiene of his staff. The Tenderer shall permit inspection at all times of all sanitary arrangements made by him, by BDRCL's Engineer or his representative.

5.16 DISASTER MANAGEMENT

The Vehicles and equipment of Tenderers can be drafted by BDRCL in the case of accident / natural calamities involving human lives for which the payment will be made as per the lowest prevailing rates.

5.17 FIRST AID

The Tenderer shall maintain adequate first aid kit at a readily accessible place under a responsible person who shall be readily available during working hours.

5.18 ANTI-MALARIA PRECAUTIONS

Every precaution shall be taken by the Tenderer to prevent the breeding of mosquitoes on the works and all receptacles used for the storage of water must be suitably protected for this purpose or must be emptied at close of the work every day.

5.19 ANTI-LARVAL TREATMENT

Tenderer shall be entirely responsible for ensuring that Anti-larval work as per the bye-laws of the local authorities' corporations or such other local bodies, etc., is provided at the cost of the Tenderer.

5.20 SAFETY PRECAUTIONS

5.20.1 The Tenderer shall at all times adopt such safe methods of work as will ensure safety of structure, equipment and labour. If at any time BDRCL finds the safety arrangements unsafe, the Tenderer shall take immediate corrective action as directed

by the BDRCL in the matter which shall in no way absolve the Tenderer of his/their sole responsibility to adopt safe working methods.

- 5.20.2 The Tenderer shall design and execute temporary works, so as to ensure absolute safety of Tenderer personnel as well as BDRCL personnel engaged on the work. The Tenderer should indemnify BDRCL against damages and injury to workmen. BDRCL reserves the right to enforce safety regulations on the Tenderer and recover any cost which may be incurred for the purpose.

5.21 VARIATION IN EXTENT OF CONTRACT

5.21.1 MODIFICATIONS TO CONTRACT TO BE IN WRITING

In the event of any of the provisions of the contract requiring to be modified, after the contract documents have been signed, the modifications shall be made in writing & signed by BDRCL and the Tenderer, and no work shall proceed under such modifications unless this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional & shall not be binding on the BDRCL unless & until the same is incorporated in formal agreement & signed by the parties, and till then BDRCL shall have the right to repudiate such arrangement.

- 5.21.2 The quantities may vary as per BDRCL requirement and the same cannot be denied by the contractor till the over/under variation in the contract does not exceed 25% of the value of the contract.

5.22 INSTRUCTION/DIRECTIVES OF THE BDRCL'S REPRESENTATIVE

- 5.22.1 The Tenderer shall at all times, execute the contract work only in the presence and under the superintendence of the BDRCL's Representative specifically appointed on his behalf. No work under the contract shall therefore be commenced by the Tenderer without the express permission of this Representative.

- 5.22.2 Any act of non-compliance with the instruction/directives issued by the BDRCL's representative shall be considered as a default of the Tenderer. BDRCL shall be free to take appropriate action as provided in the contract for dealing with such defaults of the Tenderers. The decision of BDRCL's representative where there has been an act of non-compliance for the purpose of this clause shall be final and conclusive.

- 5.22.3 The instruction of BDRCL's representative shall not however absolve the Tenderer of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.

- 5.22.4 In the event of any non-compliance with such instructions/directives, apart from other remedies available to BDRCL, the BDRCL's representative may get the work done departmentally or through a third party at the cost of Tenderer to provide the requisite conditions for the safe and unhampered movement of BDRCL traffic. The cost determined by BDRCL's representative for the purpose of this clause shall be final and conclusive.

5.22.5 If the Tenderer persistently does not comply with the Instructions/Directives of the BDRCL's Representative, apart from and in addition to the remedies available to the BDRCL as specified herein above without prejudice to the BDRCL's rights in this regard, BDRCL, can suspend the Tenderer's work till the BDRCL's Representative is satisfied that the Tenderer is in a position to comply with the instructions/Directives. The decision of the BDRCL's Representative in this regard shall be final and conclusive. The Tenderer shall not have any claim whatsoever against the BDRCL for such short term/long term suspension of the contract work.

5.22.6 During the above-mentioned period of suspension of work, the Tenderer shall not in any manner attempt to carry out any work at the work site. Any such attempt of the Tenderer shall be deemed to be an unauthorized work on the Railway Track. For such acts, the Tenderer shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.

5.23 AGREEMENT/SUB-AGREEMENT

5.23.1 One Contract Agreement will be entered into for the entire tender. However, for the purpose of payment and their finalization separate sub-agreement / work orders for individual schedules may be issued.

5.23.2 The successful tenderer shall pay all local charges in connection with the preparations of agreement stamping, registration and other incidental charges.

5.24 SIGNING OF CONTRACT DOCUMENTS

5.24.1 The tenderer whose tender is accepted shall be required to appear at the office of BDRCL, Vadodara, in person or as a firm within seven days after notice that the contract has been awarded to him. Duly authorized representatives shall so appear and to execute the contract documents. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

5.24.2 In the event, any tenderer whose tender is accepted refuses to execute the contract document as herein before provided, BDRCL may determine that such tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be treated as canceled. BDRCL shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damages for such default.

5.25 MODE AND TERMS OF PAYMENT

5.25.1 All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract. Payment will be made for the actual work done at site on pro-rata basis every month

5.26 SETTLEMENT OF DISPUTES

- 5.26.1 In the event of any dispute, controversy or claim of any kind or nature arising in connection with this work, the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.
- 5.26.2 The Tenderer shall put up his claim during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the works. The final authority for giving the decision on claims and disputes put up Tenderer shall be Managing Director, BDRCL. This provision shall be applicable for settlement of claims or disputes for value less than or equal to 20% of the value of the contract.
- 5.26.3 In the event of claims or disputes of value more than 20% of the value of the contract, the parties shall ask for arbitration as per the provisions of Arbitration and Conciliation Act 1996, but not before the completion of the work assigned to the Tenderer.
- 5.26.4 The Tenderer shall not be entitled to make any claim whatsoever against BDRCL under or by virtue of or arising out of this contract, nor shall BDRCL entertain or consider any such claim, if made by the Tenderer after he has signed 'No Claim Certificate' in favour of the BDRCL, after the works are finally measured up. The Tenderer is debarred from disputing the correctness of the items covered by "No Claim Certificate" or demanding a reference to arbitration, in respect thereof.

Signature of Tenderer

Date:.....

6. SPECIAL CONDITONS OF CONTRACT FOR GATEMAN, SECURITY GUARD AND SUPERVISORS

This contract is governed by the Special Conditions of Contract (SCC) laid down herein in addition to and or in part supersession to the General Conditions of Contract at Chapter - 5. Whenever there is a conflict between the SCC and GCC, the former shall always prevail.

6.1 SCOPE OF WORK

6.1.1 Requirement of gatemen:

The Tenderer will provide requisite number of suitable persons to be deployed on the stations and level crossing gates between Bharuch-Samni-Dahej to operate the gates as per the Railway's Gate Working Rules (GWR).

Tenderer shall also provide suitable and qualified supervisors to oversee the work of guards and gatemen. They all should possess following attributes:

- The Tenderer as per BDRCL's requirements and Instructions of Engineer In charge shall carry out the deployment of manpower.
- Required gatemen should be Ex-servicemen/Ex para military forces/Ex Coast guard/Ex Railway/Other forces etc. to be deployed as Gateman. Tenderer shall have adequate extra nos. to deploy the staff on duty in case of rest or leave of the deployed staff as well as those kept as reserve or to be trained in case some replacement is required due to any reason. No payment shall be made for such reserve staff and payment shall be restricted to two gatemen per gate per day in 24 hours.
- They shall not be of the age more than 62 years.
- The initial training of the staff and the refresher courses will be given by BDRCL at its own cost. The training, physical standard and other requirements of these personnel for the gatemen shall be as defined in the Indian Railway Permanent Way Manual (IRPWM), Indian Railway Medical Manual and other relevant Railway Code & Manual.
- If any person fails/withdraws after/during the training period, the cost of training will be recovered from the contractor. No payment for any period for such person will be made.
- Whenever persons are changed by the Tenderer, they shall be required to be trained. Training of the same shall be given by BDRCL at the cost of the contractor. However, no payment for the training duration shall be made.
- The lodging and messing during the training has to be managed by the candidates on their own. The newly deployed persons shall be released only after successful completion of training.
- If any gatemen leave within six months, then the cost of training the substitute

shall be charged by the BDRCL as per the actual cost charged by Railways. It is reiterated again that BDRCL will provide only free training to gatemen recruited by the Tenderer but no payment of training period will be made to reserve/replacement candidates.

- Manning of level crossing is a continuous service which cannot be discontinued at any cost and if due to any reason gate is not manned then it will result in stoppage of train services in the section and will be very serious offence and punishable under Indian Railway Act 1987.

6.1.2 Requirement of security guards

Required Security guards should be Ex-servicemen/Ex para military forces/Ex Coast guard/Ex Railway/Other forces etc. Security guard shall be well built as per the physical standards required for the home guard or similar service. They should have unblemished character and not have been involved in any crime or dispute. Their character certificate certified by the village Sarpanch shall be **compulsory submission before their deployment along with their adhaar card**. They shall not be of the age more than 62 years.

6.1.3 Requirement of supervisors

To check the alertness of the guards, and gatemen, their physical fitness and their safety knowledge, supervisors shall be required to undertake regular inspections and educate the staff whenever any short coming is observed.

Supervisors should be either Ex-servicemen/Ex para military forces/Ex Coast guard/Ex Railway/Other forces etc. and shall not be of the age more than 62 years

6.2 Gatemen function

The services of gatemen shall be required on all the level crossings between Bharuch and Dahej section. No. of gatemen required at every gate shall be informed to the Tenderer well before the actual deployment.

- a) The deployment of manpower may change (increase or decrease) as per BDRCL requirements. The gatemen will be deployed round the clock in two shifts of 12 hrs each without any break on each level crossing. However, location of deployment can be changed with mutual discussion between Tenderer and BDRCL, if required at some stage.
- b) In case of construction of ROB, RUB, closure of level crossing gates by diversion or direct closure or withdrawal of Tenderer gatemen from level crossing gate as per requirement or specific reason, BDRCL will give 07 days' notice to Tenderer for closure of gates and/or withdrawal of gateman from the level crossing.
- c) Tenderer shall arrange and depute supervisors in shifts in the BH-DHF section, who will be responsible for monitoring of all deployed gateman through this contract. They will report / assist the BDRCL's representative regarding the manpower management of the concerned gates. They will ensure the availability of gateman on nominated gates round the clock, make arrangements for replacement in case of any absentees, will maintain & provide level crossing wise complete records of gatemen deployed on nominated Level crossings and raise payment bills timely along with necessary documents

Special Conditions of Contract for engaging of Gateman.

1. Tenderer will be solely responsible to follow all the rules & regulations of Central Government/ State Government/ Labour Commissioner/ Municipal Corporation etc.
2. BDRCL have not to interact with individual Ex-serviceman regarding payments of wages. Complete responsibility of deployed person will remain with Tenderer and for any dispute, only Tenderer will be answerable to Ex-serviceman/court/ any other authority.
3. Tenderer will submit a certificate along with bill that the payment of previous month has been made to all gatemen.
4. Income tax will be deducted as per prescribed rate & a TDS certificate will be issued for the same.
5. If any unusual or accident takes place at Level crossing which affect BDRCL property/ passenger, then deployed gateman will remain available on duty and Tenderer & gateman will cooperate for the enquiry.
6. The deployment will be for 12 hrs per day, with two weekly offs on the days fixed by BDRCL as per calendar made specifically for every gate. On weekly off day, a rest giver gateman as per rotation/ prescribed schedule will perform duty. No gate will be unmanned at any time.
7. All deployed gateman will work as per enclosed duty list (Annexure A).
8. The person on duty will wear Uniform as prescribed & carry an Identity card. Tenderer will ensure proper uniform as approved by BDRCL to all gatemen. An identity card will also be issued to each Ex-serviceman deployed as gateman by Tenderer and counter signed by nominated BDRCL official.
9. In no case, gate will be left unmanned; it will be responsibility of Tenderer to ensure deployment of suitable trained staff. In case deputed ex-serviceman doesn't turn up on duty at scheduled time, Tenderer will arrange suitable replacement at the earliest possible. But in no case any person will be deployed for more than 12 hrs in continuation to perform duty at any level crossing.
10. All the deployed ex-serviceman will be bound to perform duty as prescribed by the BDRCL & deviation from the prescribed duty will be treated as breach of contract & the day of default will not be paid.
11. Any deployed staff, who is found indulged in unwanted activities like using intoxicants/ alcohol on duty etc. will be removed from deployment immediately by Tenderer on the recommendation of BDRCL without any show cause notice and suitable replacement will be provided by the Tenderer within 24 hours.
12. Tenderer as well as all deployed person will indemnify BDRCL that they will not claim any compensation for any damage/ injury happens to them during deployment on BDRCL services. An Indemnity bond to this effect will be submitted by each individual person before actual deployment.

Annexure A**DUTY OF GATEMAN**

1. The deployed gateman will protect BDRCL property/ person against harm/ pilferage/ theft/ damage in the vicinity of his place of deployment. Loss of BDRCL property due to negligence of deployed Ex-serviceman will be recovered from the Tenderer.
2. The deployed gateman should follow the instructions issued by SSE/ P.Way of that section. The deployed gateman will cooperate with authorize inspecting official during inspection of level crossing gate.
3. The deployed gateman will clean checkrails of level crossings & perform all duties of gateman as prescribed in Indian Railway Permanent way Manual.
4. In case of any accident on gate, any unusual observance on track / train, the gate man will immediately inform nearby station master & SSE/ P.Way of that section. In case of any boom/ gate broken by road vehicle, the gateman will note the vehicle/ person particular and inform concerned BDRCL official for lodging FIR with Police and cooperate with authorities in processing the case.
5. Alertness - The Gateman should be on the alert and be prepared to take immediate action, should danger be apprehended. The keys of the gates shall be on his person.
6. Position during passage of trains – The Gatemen should stand facing the track on the gate lodge side of the approaching train. He should observe all passing trains and be prepared to take such action as may be necessary to ensure safety of trains.
7. Action in emergency - In case of an obstruction at the level crossing the Gateman should maintain the gate signals, if any, in the ON position and if unable to remove it, protect the line as under-
 - a) On double line, if both lines are obstructed during day, he shall plant a red banner flag at a distance of 5 meters from the end of check rails on the line on which a train is expected to arrive first, and then plant another red banner flag on the other line at the site of obstruction. He shall then pick up red hand signal and showing it, proceed on that line towards the direction of an approaching train to a point 600 meters on Broad Gauge place one detonator on the line, after which proceed further to not less than 1200 meters from the level crossing on Broad Gauge and place 3 detonators on the line about 10 meters apart. Having thus protected the line on which a train is expected to approach first, he should return to the level crossing, picking up the intermediate detonators on his way back. He shall then proceed on the other line showing red hand signal, place detonators similarly and return to the site of obstruction to warn the Driver of an approaching train. Provided that on those Meter Gauge sections where trains run at more than 75 Km/h, the detonators shall be placed at distance to be specified under special instructions by the Administration (Diagram).
 - b) On single line, if the line is obstructed during day, he shall plant a red banner flag at a distance of 5 meters from the end of check rails towards the direction from which a train is expected to arrive first, and then plant another banner flag towards the opposite direction at the site of obstruction. He shall then pick up red hand signal and as in sub-para (a) above, protect the line in the direction from which a train is expected to approach first, return to the site of obstruction, and proceed with all haste in the other direction to protect the line. Having protected the line on both sides, he should station himself at the place of obstruction to warn the Driver of an approaching train.

- c) At night the Gateman should light the two hand signal lamps and take action to exhibit red light and protect the lines as in sub-paras (a) and (b) above.
- d) Gateman should take immediate action to inform the Mate, P.W.I. and the nearest Stationmaster about the obstruction at the level crossing through messenger or other means available.
- 8. Parting of a Train -If a Gateman notices that a train has parted, he shall not show a stop hand signal to the Driver, but shall endeavor to attract the attention of the Driver and the Guard by shouting, gesticulating or other means.
- 9. The Gateman should ensure that the gate lamps and lamps of all gate signals are lighted and kept burning continuously from sunset to sunrise.
- 10. No Gateman shall leave his gate unless other Gateman has taken charge of it. If it is necessary to leave his gate in an emergency, before doing so, he should close and lock the gates against the public road.
- 11. The Gateman should see that the channel for the flange of the wheel is kept clear.
- 12. The Gateman should keep the road surface well-watered and rammed.
- 13. At level crossings, if any gate or barrier gets damaged / out of order the Gateman should use the spare chain and disc, for closing against the road traffic.
- 14. As soon as possible, the Gateman should report to the nearest Station Master, Gang Mate or Permanent Way Inspector any defect in his gate or the apparatus pertaining to it.
- 15. At gates the signal or signals of which have become defective, the Gateman should close and lock the gates on sighting the train and hand signal or pilot the train past the defective signal. In such case he should inform the Driver to report about the defective signal or signals to the Station Master at the next station.
- 16. In the event of a gate signal becoming defective the Gateman should maintain the signal in the ON 'position by disconnecting the signal or the wire if necessary.
- 17. The Gateman should ensure that the equipment supplied to the gate is in good order and ready for immediate use.
- 18. Every Gateman shall as far as possible prevent trespassing by persons or cattle.

Special Condition of Contract for Security Guard

To provide the Security Services with its own suitable uniformed and trained manpower with the specifications as determined by BDRCL. The services will be required at Project site of BDRCL between Bharuch-Samni-Dahej Section inclusive of BDRCL Assets consisting Building, Level Crossings and Gates, BDRCL Yards, Civil Engineering, Signal and Telecom and Electrical Installations, Passenger Amenities, Staff Quarters, Fixtures, Signage as deemed fit, of BDRCL. Brief of the required services, working requirement and area of deployment is detailed as under:

1. Manning at various stations on Bharuch Dahej Line Section as provided in the schedule
2. Safeguarding the moveable and immovable assets of BDRCL
3. Any other job as assigned by BDRCL for the benefit or facilitation to commuters

All the security guard shall possess the good and sound physique as per the standards laid down for home guards.

They should have combat training and have fearless attitude.

They shall perform duty in approved uniform, the design of which shall be approved by BDRCL and the cost of the same shall be borne by the Tenderer.

There should be three pair of uniform with each guard so that they wear clean uniform and look smart.

The Security Supervisor deputed by the Tenderer should be adequately trained in related services.

The Tenderer shall possess valid Licenses under Labour Laws and other applicable laws.

Tenderer shall fulfill Private Security Agencies (Regulation) Act, 2005

1.4 The Security Supervisor should wear / possess the prescribed uniform/accessories. The Tenderer shall be required to provide the Uniform (design approved by BDRCL), at its own cost to all the personnel deployed under the contract, and are required to wear the same while performing duty. Proper record should be maintained by the Tenderer for supply of Uniform, free of cost, to its personnel with their acknowledgment and the same should be produced before BDRCL for verification.

1.5 All the applicable Rules & Regulations shall be followed in-Toto by the Tenderer.

6.3 Deployment The man day (deployment) is for 12 hours shift. The requirement of personnel and Supervisor shall be fixed by BDRCL from time to time depending on the requirement at different locations of BDRCL.

Antecedents of all the Security Guards and Supervisors, before being deployed in BDRCL system, shall be got verified from the local police authorities. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the Tenderer to BDRCL.

6.4 Contract Labour Working — General Guidelines for all categories

- 6.4.1 The Security Supervisor shall report to the BDRCL nominated representative (TI) at Bharuch.
- 6.4.2 The deployed personnel and Supervisor should be extremely courteous with very pleasant mannerism in dealing with the Employees /guests / General Public and they should project an image of utmost discipline. BDRCL shall have the right to have any before-mentioned personnel recalled from BDRCL system in case of complaint / indulgence in malpractices or as per recommendations of BDRCL's representative if the person is not performing the job satisfactorily or otherwise.
- 6.4.3 The Security Supervisor shall strictly follow the procedure as approved by BDRCL for entering into the BDRCL system/ premises and also entry of vehicle in BDRCL premises, etc.
- 6.4.4 The Security Supervisor shall not accept any gratuity or reward in any shape or form from anybody.
- 6.4.5 All concerned personnel shall intimate / report any untoward incidents occurring in the premises to the concerned authority immediately.
- 6.4.6 Adequate supervision will be provided to ensure correct performance of the Security Services in accordance with the prevailing assignment & instructions agreed upon between the two parties.

6.5 Responsibility of loss

If any damages / loss / theft etc. occurs in the BDRCL's premise / area under supervision due to security personnel's negligence / failure during the course of duty or otherwise the pecuniary on other form of loss shall be the sole responsibility of the Tenderer and necessary compensation shall be paid by the Tenderer to BDRCL as per the actual cost assessed by BDRCL.

- 6.5.1 In the event of such as loss occurring, BDRCL may decide to lodge appropriate Compliant/FIR with the local police authorities as part of completing the legal requirements. The Tenderer shall render all required assistance in this process.
- 6.5.2 The Tenderer shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act-1948, Employees State Insurance Act 1948, Employees Provident Fund & Miscellaneous Provisions Act-1952, Contract Labour (Regulation and Abolition) Act-1970 and various other acts as applicable from time to time with regard to the labour/ personnel engaged by the Tenderer under the contract.
- 6.5.3 Tenderer should have a valid license from concerned labour authorities, under the Contract Labour (Regulation and Abolition) Act-1970, during the entire currency of the contract.

- 6.5.4 Tenderer should have a valid registration with Employees Provident Fund, Employees State Insurance, and Goods and Services Tax Department.
- 6.5.5 The Tenderer shall give Basic Training / Familiarization of BDRCL's System / working to personnel's before deploying the same in the BDRCL system. However, it may be noted that this period will not be counted as shifts manned by Tenderer's personnel for the purpose of payment under the contract.
- 6.5.6 During the currency of the contract, the Tenderer shall be required to cover all deployed personnel insured for accident, death or partial disablement under provisions of WCA or any other act. etc. Non procurement of above policies will tantamount to Violation of Terms & Conditions of Contract and necessary penalty may be imposed on the Tenderer as per Clause 13 of the Terms & Conditions of Contract. Further, necessary deductions, equivalent to premium amount for the lapse period of insurance, shall be made from the Tenderer's monthly bills.
- 6.5.7 The Tenderer shall indemnify and hold BDRCL harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Tenderer.
- 6.5.8 The Tenderer shall have his own Establishment / Set-up / Machinery / Mechanism / Training Institute with related Training Aids (or should have tie up with a professional Training Agency), 2 to 3 Ex-servicemen from Police / Army for training purpose, required Vehicles, Execution & Supervision team etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 6.5.9 BDRCL may give basic training / familiarization of the BDRCL system for the personnel of the Tenderer under the contract initially and this period will not be counted as shifts manned by Tenderer's personnel for the purpose of payment under the contract.
- 6.5.10 Tenderer shall ensure that its personnel shall not at any time, without the consent of BDRCL, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by BDRCL and shall not disclose to any person information to the affairs of BDRCL.
- 6.5.11 Tenderer shall deploy his personnel only after obtaining BDRCL's approval duly submitting Curriculum Vitae (CV) of these personnel to BDRCL in advance. For any change in Tenderer's personnel, BDRCL shall be advised at least one week in advance and Tenderer shall be required to obtain BDRCL's approval for all such changes along with their CVs.
- 6.5.12 All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the Tenderer on demand by BDRCL.
- 6.5.13 Tenderer will maintain all record of property / assets-moveable/immoveable & equipments of BDRCL handed over to him for use or under his control. Any damage

or loss caused by Tenderer's persons to the property/ assets-moveable/immoveable & equipments of BDRCL in whatever form may be recovered from the Tenderer. Tenderer shall not be held responsible for the damages/sabotage caused to the property/ assets-moveable/immoveable of BDRCL due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.

- 6.5.14 The Tenderer shall ensure that personnel deployed under the contract are not members of any union or any person terminated by BDRCL on account of misconduct.
- 6.5.15 Attendance register of manpower deployed for the execution of services shall be maintained by the Tenderer.
- 6.5.16 Register of shift schedule specifying allocation of duties to the personnel. It should be ensured that no manpower has worked for more than one shift of 12 hours on a day.

6.6 Payments under the Contract

- 6.6.1 The Rates, accepted by BDRCL shall remain fixed through-out the contract period without any variation/escalation, except on account of revision in Minimum Wages as notified by the Government, and will be applicable uniformly for all working days including Weekdays, Weekends, Gazette Holidays, National Holidays, and Festivals etc. In case of any increase demand by the contractor on account of Minimum Wages, BDRCL shall have the discretion to asked the complete breakup of the payment and decide the rates to be increased if any.
- 6.6.2 The Rates, accepted by BDRCL shall be revised based on revision (increase/decrease) in Goods and Services Tax, as announced by Government from time to time.
- 6.6.3 The payment shall be made by BDRCL at the end of every month's billing period based on the actual duties performed by the Tenderer and based on the documentary proof jointly signed by the Controlling Office of the respective place of duty his representative / personnel authorized by him. The same shall be verified by the SSE/TI. No other claim on whatsoever account shall be entertained by BDRCL. The payments made by BDRCL shall, however, be subject to necessary deductions on account of penalty imposed by BDRCL on the Tenderer, TDS, Taxes etc.
- 6.6.4 The Tenderer shall arrange to submit the monthly bills to BDRCL within 15 days from the close of billing period and with the monthly bills the Tenderer shall be required to submit the following: -
- Details of deployment, as mentioned in 6.3 above duly verified by executive of concerned site and forwarded by reporting authority. Further a summary of the bill shall be attached.
 - Invoice, duly taking into account deployment.
 - All records/reports prepared pursuant to Railway manuals applicable for the said work
 - Copy of previous month's contract specific EPF Challan.
 - Copy of previous month's contract specific ESI Challan.
 - Copy of previous month's / quarter's contract specific applicable Tax Challans.

- Copy of all statutory compliances required to be fulfilled for each period
 - Copy of proof of payment of remuneration to the deployed staff
 - Necessary undertakings / annexure(s).
 - Any other document demanded by BDRCL.
- 6.6.5 After the submission of bills completed in all respects to the entire satisfaction of BDRCL, BDRCL will try to release the payments, through e-payment, within 45 days from the last date of submission of completed bills.
- 6.6.6 In case of delay in payment by BDRCL due to some unforeseen circumstances, BDRCL shall not be liable for any interest upon the bill amount.
- 6.6.7 As far as possible, Tenderer should make the payments to the contracted staff through ECS / Bank Transfer. In case of exigencies, the employees may be paid by Cheque / in Cash (for the first month only). However cash payments shall be witnessed and certified by the concerned BDRCL supervisor/ nominated BDRCL representative.
- 6.6.8 Tax Deduction at Source on-account the monthly bill shall be deducted by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.
- 6.6.9 No advance shall be paid by BDRCL to the Tenderer.
- 6.6.10 Tenderer shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages and deposit / disburse other statutory dues to respective agencies / employees as claimed by the Tenderer & paid by BDRCL. Non- payment/less payment of Wages & other dues and failure to deposit / less deposit of statutory dues will tantamount to Violation of Terms & Conditions of the Contract and necessary penalty may be imposed on the Tenderer as per Terms & Conditions of Contract.
- 6.6.11 The rates to be paid by BDRCL are exclusive of cost of Uniform and therefore at no point of time complaints with regard to charging money on that count shall be received at BDRCL. In such a case it will be treated as Violation of terms & conditions of the contract.
- 6.6.12 Notwithstanding the release / payment of the bill by BDRCL Ltd. to the Tenderer, the Tenderer shall all times ensure the due and timely payment of wages to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release / payment of the bill by BDRCL to the Contactor and the payment of any salary / wages or any other dues whatsoever by the Tenderer to its manpower.

6.7 Contract Period

Following process should be followed for commencement of the contract period

- 6.7.1 Within 15 days of the issue of the Letter of Acceptance by BDRCL to the Tenderer, the Tenderer shall submit a list of personnel to be deployed for the works with the

following details/documents:

- Name of person to be deployed
- Date of Birth
- Permanent Address
- Mobile No.
- Copy of Aadhaar card
- Medical certificate as per the Railway norms of A3 category and required criteria for the gates from any government hospital
- Police verification report
- Service certificate

6.7.2 After furnishing of the list as above, subject to the satisfaction of the BDRCL, within 10 days, a training will be conducted for the said persons as per the applicable requirement.

6.7.3 Actual deployment of the personnel for the purpose of payment will be counted from the date of physically joining the training. No payment shall be made for any period prior to this. If any personnel leaves during the training or within 6 months, the payment for deployment for the training period will be recovered/adjusted from the contractor.

6.7.4 The contract may commence w.e.f. the deployment as above.

6.7.5 The contract period is for three years from the date of issue of letter of acceptance Performance will be reviewed on annual basis.

6.8 Compliances

6.8.1 In the event of default being made in the payment of any money in respect of wages of any person employed by the Tenderer for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, BDRCL may, failing payment of the said money by the Tenderer, make payment of such claim on behalf of the Tenderer to the said Labour Authorities and any sums so paid shall be recoverable by BDRCL from the Tenderer.

6.8.2 If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, is directed to be paid by BDRCL, such money shall be deemed to be payable by the Tenderer to BDRCL within seven days after the same shall have been demanded from the Tenderer. BDRCL shall be entitled to recover the amount from the Tenderer by deduction from money due to the Tenderer.

6.8.3 Salary / Payment to the contracted employees shall be made by 7th of every month by the Tenderer.

6.8.4 The Security Services Personnel and Supervisors will be employee of the Tenderer and all Statutory / other liabilities will be paid by the Tenderer such as ESI, PF, Bonus and expenditure on uniform, etc.

6.8.5 As far as EPF & MP Act, 1952 is concerned, it shall be the duty of the Tenderer to deposit the PF subscription, deducted from the payment of the labor engaged and equal amount of contribution made (Employer's share) with the PF authorities within 7 days of close of every month. Tenderer shall give particulars of the employees engaged by him for BDRCL works and is required to submit details to BDRCL. In any eventuality if the Tenderer fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, BDRCL is entitled to recover the equal amount from any money due or accrue to the Tenderer under this or any other contract with BDRCL and deposit the amount in the name of the Tenderer with RPF, with an advice to RPF, duly furnishing particulars of labor engaged for BDRCL works.

6.8.6 BDRCL has reserve right to inspect any documents/information arising out of this tender at any time and contractor has obligation to furnish the same to BDRCL.

6.9 Coordination with other Tenderers

The Tenderer shall plan and execute the contractual work in coordination & in co-operation with other Tenderers working for similar/other contracts.

6.10 Tenderer's Obligations towards Tax Laws

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

6.11 Imposition of penalty

6.11.1 Penalty for deficiency in services shall be imposed & recovered from the Tenderer. Details of deficiencies are given as under:

S/N	Offence	Penalty (with or without warning) each case
1	Poor dress code	Up to Rs.200/- per day
2	Carrying Mobile phone on duty/Listening music on Mobile/Other Devices	
3	Improper cleanliness near their deputed place	
4	Less number of security personnel as prescribed requirement	Rs.1,000/- per day
5	Absent, Late reporting, leaving place of duty before schedule Time or without informing/non-availability of Security Personnel or Gatemen during the time of inspection by officials of BDRCL / Railways.	Up to Rs.500/- per day

6	Misbehavior and non vigilant duty hours	
7	Public Complaint on any account	
8	Employee complaint	
9	Breach of Instructions	
10	Violation of Terms & Conditions of Contract	To be decided by Competent authority
11	Delay in payment of dues to any workmen (per day per workman)	Rs. 100/- per day
12	Non-compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance in writing, under the contract)	Rs. 5,000/-
13	Deploying Gateman for more than 12 hrs.	Rs.500/- per hour.

6.11.2 Habitual offenders on above counts shall be recalled from the BDRCL. Further, BDRCL shall have the right to recall any person in case of employee complaints/indulgence in malpractices or as decided by BDRCL's representative in case the person is not performing the job satisfactorily or otherwise. The Tenderer shall have to arrange suitable replacement in all such cases. In case staff is not working/performing to the entire satisfaction of BDRCL the Tenderer may be asked to issue recorded warning with or without penalty/fine.

6.11.3 The above-mentioned penalty shall be imposed on Tenderer and same shall be deducted from Tenderer's monthly bill and nowhere may it be constituted that it has been imposed on individual security services personnel or supervisor. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of Tenderer's personnel shall be directly borne by Tenderer including all expenses/fines. The concerned Tenderer's personnel shall attend the court as & when required.

6.12 Accidents

It shall be the entire responsibility of the Tenderer to adopt all the safety measurements & deploy manpower that is adequately trained in safety. If any accidents occur within the duty area due to negligence on the part of the Tenderer's personnel or otherwise, it shall be the full responsibility of the Tenderer.

6.13 Security Measures

6.13.1 A fine up to Rs.50,000/- shall be imposed on the Tenderer plus recovery of cost of items/equipment in addition to the police action against the staff if any employee of Tenderer is caught stealing BDRCL property assets movable/immovable.

6.13.2 Tenderer shall submit the undertaking that police verification of each employee and

staff is completed before allowing him/her to perform duty. However, employee may be permitted to perform duty up to 15 days from the date of issue of authorization list till his/her police verification formalities are completed.

6.14 Termination of contract

6.14.1 Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil, riots, tempest, acts of God, which may prevent either party to discharge his obligation (except court or similar bodies judgments/instruction), the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 30 days, whichever is more, either party may at its option terminated the contract.

6.14.2 Termination by Notice

BDRCL reserves the right to terminate the contract on one month notice with or without any reason.

6.15 Breach of contract

6.15.1 During the course of contract, if in the opinion of BDRCL, breach of contract or any negligence on the part of Tenderer's personnel has taken place, which the Tenderer fails to remedy within three days of having received written notice of the failure, BDRCL shall be entitled to terminate the contract duly issuing 7 days' notice to the Tenderer in writing. In such case Tenderer's Security deposit shall stand forfeited in BDRCL's favour.

6.15.2 During the course of contract, if any Tenderer personnel is found indulging in any corrupt practices causing any loss of revenue to BDRCL or any money loss to passenger, BDRCL shall be entitled to terminate the contract duly forfeiting the Tenderer's security deposit.

6.15.3 During the course of contract, if the Tenderer fails to perform works/services as mentioned in the scope of work, duly following all the statutory requirements, to the entire satisfaction of BDRCL then BDRCL shall be entitled to part terminate the contract/limit the scope of work under the contract duly issuing 7 days' notice to the Tenderer in writing.

6.16 Dispute Resolution: Conciliation & Arbitration

6.16.1 In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be to be settled by conciliation.

- 6.16.2 All disputes relating to this agreement or on any issue whether arising during the progress of the services or indirectly connected with the service agreement shall in the first place be referred to a sole conciliator appointed/nominated by BDRCL on receipt of such requests from either party.
- 6.16.3 The conciliator shall make the settlement agreement after the parties reach agreement and shall have the same status and effect of an arbitration award.
- 6.16.4 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.
- 6.16.5 The views expressed or the suggestion made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceeding.
- 6.16.6 Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the para below.
- 6.16.7 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

6.17 Arbitration Procedure

- 6.17.1 If conciliation has not been able to resolve a Dispute, such Dispute shall be referred to and be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made there under.
- 6.17.2 The place of arbitration shall be Vadodara, Gujarat, India.
- 6.17.3 Each Party to the Dispute shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree to and appoint the third arbitrator. The arbitral agency so constituted, shall be the “Arbitral Tribunal”. The provisions of the Arbitration and conciliation Act, 1996 as may be amended from time to time and the rules, if any made there under shall apply to such arbitration proceedings.
- 6.17.4 The language of the arbitration shall be English.
- 6.17.5 Any decision or award of the Arbitral Tribunal appointed, subject to correction / recourse provided for under the Arbitration and Conciliation Act, 1996 by final and binding upon the Parties. The Arbitral Tribunal shall give a speaking award.
- 6.17.6 Any amounts awarded by the Arbitral Tribunal to any party shall be paid by the other party within thirty days of the award having been made. In the event that the amount is not paid within thirty days, the party required to make the payment shall have to pay to the party in whose favour the award has been made, in addition to the amount of the

award, interest on this amount. Such interest shall be payable from the date on which the payment was due to the date of actual payment.

6.17.7 Any modifications/ amendments in the prevailing Arbitration and Conciliation (Amendment) Act will be applicable.

6.18 Rules governing arbitration proceeding

The arbitration proceeding shall be governed by Indian Arbitration and Conciliation Act, as amended from time to time including provisions in force at the time the reference is made.

6.19 Notices and Instructions

The Tenderer shall furnish to the postal address of this office at Vadodara through post/courier. Any notice or instruction to be given to the Tenderer under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered/speed post to the office, or to the address of the firm or to the address of the firm last furnished by the Tenderer.

6.20 Price variation clause (46A PVC) will be applicable as per GCC_July_2020. The price variation clause can be requested for after successful completion of one year of the contract subject to approval of the BDRCL. The variation will be review within 3 months from the date of request of the contractor and will be effective from the date of approval of BDRCL.

Annexure-1

Location and deployment of Gatemen

All level crossings between Bharuch and Dahej Railway stations.

Location	Requirement in 12 hrs shift (weekly 60 hrs.)
LC No. 3	2
LC No. 4	2
LC No. 6	2
LC No. 10	2
LC No. 21	2
LC No. 14	2
LC No. 16	2
LC No. 26	2
LC No. 30	2
LC No. 31	2
LC No. 34	2
LC No. 35	2
LC No. 2A	2
LC No. 5A	2
LC No. 5B	2
LC No. 7	2
LC No. 11	2
LC No. 15	2
LC No. 22	2
LC No. 23	2
LC No. 29	2
LC No. 39	2
	44 + 15 RG = 59 nos. of Gatemen

Location and deployment of Security Guard

At each station the area to be guarded is the station and portion of the station yard between the home signals or approximately 500m on either side of the station building.

Location	Shift hours	Total Number
1.LC 39	1x12 hrs	2 (for Day & Night)
2.Bharuch Office	1x12 hrs	2 (for Day & Night)
3. Tham Station	1x12 hrs	1 (for Night)
4. Samni Station	1x12 hrs.	1 (for Night)
5. Samni Stores Depot	1x12 hrs	4 (2 per shift)
7. Vagra Station	1x12 hrs	1 (for Night)
8. Pakhajan Station	1x12 hrs	1 (for Night)
8.Dahej Station & Yard	1x12 hrs	8 (4 per shift)
TOTAL		20 + 4 RG/LR = 24 nos. of Security Guards.

BDRCL has a discretion to deploy anywhere within the section, which shall be fulfilled by the Contractor.