

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED (DFCCIL)

(A Government of India (Ministry of Railways) Enterprise)

CORPORATE COMMUNICATIONS DEPARTMENT

NAME OF WORK:

Notice for Empanelment of Advertising Agencies

2020

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA PLTD.

5th Floor Pragati Maidan Metro Station Building Complex

New Delhi – 110001

Cost of Document: Rs. 5,000/- (Non-Refundable)

NOTICE INVITING APPLICATION FOR EMPANELMENT

Sealed bids in a single packet are invited from reputed INS accredited advertising agencies for advertising works of DFCCIL as per following schedule :-

1	File No.	HQ/PR/Empanelment/2017
2	Name of Work	Empanelment of Advertising Agencies
3	Duration of Empanelment	Two Years
4	Cost of Application Form	Rs. 5,000/- (Five Thousand Rupees Only)
5	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Five Lakh Rupees Only)
6	Uploading of NIT and Application Document i.e. Time of Sale	04/06/2020 at 11:00 hrs.
7	Last Date and Time of Submission of Documents in Physical Form	04/07/2020 upto 15:00 hrs

Model Document for Empanelment of Advertising Agencies by DFCCIL

1.0 Terms and conditions of empanelment

1.1 **General**

DFCCIL proposes to empanel experienced, reputed and INS accredited advertising agency to meet requirements of producing creative artwork, release of display advertisement and release of tender notices in appropriate manner and economy of space, to various newspapers/publications having DAVP rates, mainly within the jurisdiction of DFCCIL and also in other important cities in India.

1.2 **Duration of Contract**

The duration of the contract will be for a period of two years with provision of extension for further duration of one year, from the date of issue of the letter of empanelment. The successful applicant shall be required to execute an agreement on non-judicial stamp paper worth Rs.100/- attested by notary public oath commissioner/first class magistrate. The cost of the stamp duties for the execution of the agreement will be borne by the advertising agency.

1.3 **Right to Accept Proposal**

DFCCIL reserves the right to accept or reject any proposal and to annul the proposal process or to reject all proposals at any time prior to award of contract, without assigning any reason or without incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision. DGM/CC Office reserves right to seek performance report from other clients of the advertising agency.

1.4 **Application Procedure**

Application on the prescribed form, downloaded from the DFCCIL website, in a sealed envelope and addressed to **DGM/CC, DFCCIL** name and Address should be dropped in a sealed box kept in the DGM/CC office, up to **1100 hrs. on Date**. In case the date fixed is declared as holiday, the application should be submitted on the next working day up to 1100 hrs, without any further notice by DFCCIL Administration. Application received after the stipulated date and time will not be considered. Applicants must also submit, along with the application form, a demand draft* of Rs.5000/- (non-refundable) from scheduled banks, in favour of DFCCIL, city name, towards the cost of application form.

2.0 **Eligibility criteria**

2.1 The firm/company should have a fully functional office at DFCCIL, NCR HQ city. If the firm/ company is not having any office in DFCCIL, HQ city, the firm/company will have to open a fully functional office in the DFCCIL HQ city within 15 days from the date of empanelment failing which, their empanelment will be summarily cancelled.

2.2 The agency must have carried out communication campaigns for Government Ministry/Department/PSU and/or Multilateral institutions such as UNICEF, WHO, UNDP etc of a minimum value of Rs. 7.5 Crores (including release value and agency commission) in the last financial year.

- 2.3 The agency shall be of sound financial status with accumulative turnover of Rs. 15 Crore or more during the last 3 financial years.
- 2.4 The agency should be accredited with Indian Newspaper Society. Agency must have **full accreditation** by the Indian Newspaper Society, provisional or conditional accreditation shall not be accepted. **(Franchise is not permitted and application submitted by franchisee will not be entertained).**
- 2.5 The agency shall employ and provide professionally qualified and experienced personnel as may be required to perform the services under the specific works assigned by the DFCCIL and it is expected that the agency shall deploy personnel, who have adequate experience in the domain related with the work. The agency must have technically qualified and competent designers, content writers, High speed internet, proofreaders and in-house/contractual English & Hindi translators.

3.0 List of Documents to be submitted

Following documents shall be attached with the application:

- 3.1 Duly filled application form including complete address.
- 3.2 Details of offices located in cities with address, phones — both fixed and mobile, fax no's and e-mail ID etc.
- 3.3 If the firm/company is not having any office in the DFCCIL HQ city, a Self declaration that the applicant will open a fully functional office in DFCCIL HQ city within 15 days of the empanelment.
- 3.4 Details of ownership and organization structure of the agency. Copy of the Memorandum of Articles of Association/Partnership Deed/Proprietorship Deed/ Certificate of Incorporation (in case of company) etc. **(Franchise is not permitted and application submitted by franchisee will not be entertained.)**
- 3.5 INS accreditation certificates or self attested certificate regarding full accreditation status of agency with INS valid during empanelment period.
- 3.6 List of important clients including DFCCIL/other Government Ministry/ Department/PSUs/Multilaterals institution etc. since last 2 years for which media campaigns were carried out by the agency.
 - Details of media campaigns carried with duration and value (in Rs.).
 - Details of all Display Ads with value (in Rs.) published for Government of India (Central/State/PSU) in the last financial year
 - Details, if any, of production of software such as video/radio spots/ serial etc.
 - Self attested copies of various Work orders to be submitted.
- 3.7 Annual turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets of preceding 3 years (Certification by Chartered Accountant/Auditor is mandatory).
- 3.8 Print Media Turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets for the last financial year.
- 3.9 Copies of Income Tax Returns filed for the last 3 years and GST Registration Certificate.

- 3.10 Details of infrastructure like computers, printers, photocopier and other electronic/sophisticated gadgets/software at local office along with the documentary evidence in support thereof.
- 3.11 List of original software available with the agency and copy of original bills and license thereof. In case of software companies which do not issue license, copies of original bills to be submitted.
- 3.12 Names and short CVs of principal officers of agency. The list of the technically qualified and competent professionals on rolls with the agency (especially project leads, Ad-designers, content writers, proofreaders and in-house/contractual English & Hindi translators) clearly mentioning their name, designation, academic and professional qualifications, length of service with the agency, achievements etc.
- 3.13 Any two advertisements, published in last 1 year, of Campaigns handled in past by the agency.
- 3.14 In case of new office to be opened at DFCCIL HQ city by the agency, above details to be given for the proposed hardware/software/manpower.

All the copies of documents attached with the application must be certified by the agency's Chartered Accountant, with proper seal and date. The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by Public Relations office.

Authorised person on behalf of the agency must affix seal and sign on each and every page of the application, terms and conditions and all documents submitted (this is in addition to required verification / attestation). If information in any of the document submitted is found incorrect then application would be treated as non responsive and would be summarily rejected.

Note: In case of new office to be opened at DFCCIL HQ city by the agency, if it is found that any of the information in any of the document submitted is incorrect or agency has not fulfilled the proposed requirement then the empanelment of the agency will be cancelled and the next agency in the list will be empanelled.

4.0 Selection Procedure

- 4.1 No addition, alteration or modification to the documents once submitted shall be permitted. However, DFCCIL may at their discretion seek clarifications from the parties concerned, if any. An evaluation committee comprising of GM/OP and 01 GM lever officer having experience/interest in PR, to be nominated by the Director (OP &BD), shall be formed for evaluation of scrutinized documents and Technical & Financial Criteria mentioned below.
- 4.2 ***Technical Evaluation:** Offers of only those firms, which are responsive and meet the eligibility criteria based on the documents submitted by the firms shall be evaluated. The offers shall be evaluated as per the following parameters:

SN	Parameter	Score	Max. Score
1	Print Media Turnover for the last financial year		10
	>=5 crores and <10 crore	8	
	>=10 crores and <15 crores	9	
	>=15 crores	10	
2	Number of Display Ads Published for Government of India (Central/State/PSU) in the last Financial Year		5

	3 projects	3.5	
	4 projects	4.	
	5 projects	4.5	
	6 or more projects	5	
3	Two published advertisements Samples of any 2 Campaigns handled in past. It shall be adjudged on the basis of Impact, artistic appeal and punch line		10
4	Gross Value of Display Ads published for Central Govt./State Govt./PSU in the last Financial Year		10
	Below 5Crores	6	
	>=5 Crores and <6 Crores	7	
	>=6 Crores and <7 Crores	8	
	>=7 Crores and <8 Crores	9	
	>= 8 Crores	10	
5	Experience of manpower in the agency's office/ proposed office at DFCCIL HQ city(Profiles of the personnel are given at Annexure A)		
	One Project Lead (Years of experience)		5
a	One Project Lead (Years of experience)		
	>=5 years and <6 years	3	
	>=6 years and < 7 years	4	
	>=7 years	5	
	Two Content Writers (Years of experience)		
b	>=3 years and <4 years	3	5
	>=4 years and < 5 years	4	
	>=5 years	5	
c	Two creative Ad designer (Years of experience)		5
	>=3 years and <4 years	3	
	>=4 years and < 5 years	4	
	>=5 years	5	
6	The advertising agency will have to submit on the spot art pull 15 (tender) for the given material within six hours on any date to be notified later during the empanelment process, one each in Hindi, and English languages. Material in English language must be type setted in 6 pointfont size whereas Hindi language material must be type setted in 8 point font size. This should demonstrate ability to bring in space economy without compromising legibility and clarity.		15
7	Advertising agencies shall be required to submit on the spot display work in Hindi and English on the given subject within 3 hours of notice on any date, as fixed by the committee, during the empanelmentprocess. The display shall be adjudged on the basis of Impact, artistic appeal and punch line.		15
8	During the process of empanelment, all agencies applying for empanelment shall make a presentation about agencies profile, customer base, quality of work, past achievements, work procedure followed, office automation etc. on nominated date, time and place as fixed by the committee.		20
	Total		100

**"The limiting values of item number 1 & 4 as given in the Table in Para 4.2 may be modified by zonal railways with the concurrence of associate finance and approval of the General manager depending on the local condisons".*

For the purpose of S.N.2 in above table, no marks will be awarded if the number of project is less than 3.

All eligible agencies shall be listed in descending order of marks obtained and a panel comprising of not less than 2 (two) and not more than 8 (eight) advertising agencies, from the top, will be formed out of this list.

In addition to the above Technical Evaluation, the agencies will quote costs of various services that the DFCCIL wants them to provide. Lowest cost of each item/service shall be accepted by the remaining eligible agencies.

In case of refusal to accept the lowest rates of various services, the agencies doing so shall not be considered for empanelment.

5.0 Award of contract

DFCCIL will award the Contract and enter into an agreement with the agency finalized after the due process is completed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

6.0 Disqualification

6.1 Canvassing or recommendations or putting pressure from any source to influence the process of empanelment of advertising agencies by DFCCIL will lead to disqualification and applications will be summarily rejected/will not be considered.

6.2 DFCCIL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any applicant, if the applicant has indulged in any unfair practice or not followed the professional ethics; made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted a proposal that is not accompanied by required documentation or is nonresponsive; failed to provide clarifications related thereto, when sought; declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

6.3 DFCCIL may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.

6.4 DFCCIL reserves right not to assign reasons for declining to consider any particular application or applications.

6.5 DFCCIL also reserve the right to accept or reject any application or all applications. Incomplete and conditional applications will be summarily rejected.

7.0 Earnest Money and Security Deposit

7.1 Earnest money of Rs. One Lakh shall be deposited with DFCCIL either through Bank Draft drawn on Nationalized Bank or in cash and original money receipt should be attached with application. It shall be ensured that the Bank draft is made from agency's Account. The earnest money amount will be adjusted in the security deposit amount of Rs. Five Lakhs

deposited by the agency. EMD of the unsuccessful agencies will be returned latest on or before the 30th day after the formation of panel.

- 7.2 The successfully empanelled advertising agency will have to submit security deposit of Rs. 5,00,000/- (Rupees Five Lakhs only) within one week after the issue of the letter of empanelment for the due and satisfactory fulfilment of the terms and conditions. The security deposit will be refunded on satisfactory working/completion of the empanelment period. The security deposit should be submitted in the form of fixed deposit receipt of any Nationalized Bank in favour of GM/Finance of the Dedicated Freight Corridor Corporation of India Ltd.
- 8.0 Process of Service Delivery:** The process specified below is only for the purpose of bringing in uniformity in the service delivery and is not binding. DFCCIL may frame their own conditions as per local requirements.
- 8.1 For display advertisements, brief will be given to the agency at DGM/CC's office regarding content and size, based on which agency will be required to prepare a good quality artwork within the specified time. The copywriting, translation (if any), designing, typesetting, art work, preparation of block and matrix as well as art pulls required for release of advertisement, will be at agency's own cost. The agency is required to make available the photographs/materials required for the preparation of display advertisement. However, the agency will be assisted by the DGM/CC's office with the statistics and information. DGM/CC office reserves the right to select the design work as per the requirement.
- 8.2 For classified advertisements material collected from DGM/CC office, should be submitted back for approval on the same day after typesetting/designing. Release Orders (RO) will be issued after approval of the type set material/design. Advertising agency shall release the advertisement/tender notice only to the publication as indicated in the specific Release Order (RO) issued by DGM/CC of DFCCIL.
- 8.3 Advertising agency shall also ensure that advertisements appear in the specified newspapers on a nominated date in a conspicuous and impressive manner while occupying minimum space. The agency will ensure that the language of advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially mentioned on the Release Order. In case of late publication after stipulated period/date, it will be the discretion of the DGM/CC to impose penalty and / or disallow partial/total payment. Performance of agencies will be monitored on this account also.
- 8.4 GST and other taxes on designing artwork and advertising will have to be borne by the agency and the same will not be borne by DFCCIL. Any change in the Government directives on GST will also be borne by the agency and not by the DFCCIL.
- 8.5 The advertising agency will be bound to obtain acknowledgement from the Newspapers at the time of delivery of advertisement material and release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/RO to all the newspapers in time in case of dispute.
- 8.6 In case there is an error in publication of the advertisements as compared to advertisement's text approved by the office of DGM/CC, the advertising agency shall arrange to publish the corrigendum immediately at its own cost. No bills shall be raised or paid to the agency. DGM/CC may also impose a suitable penalty in such cases.
- 8.7 At the end of each month, agency will submit a summary of released advertisement and computerized bills in duplicate along with tear sheets of newspapers containing published

advertisements and will be solely responsible for raising correct advertising bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills.

"All the bills received from the newspapers have thoroughly been checked and found correct in all respect".

- 8.8 It is the responsibility of the agency to ensure that correct and readable advertisement is published. Bills for Incorrect or illegible advertisements published by the newspapers should not be accepted by the agency and should be sent back to newspaper citing reasons for not accepting the bill. Copy of letter should also be sent to the DGM/CC Office for information.
- 8.9 Advertising agency shall charge current DAVP approved rates until & unless it is specially/ otherwise stated by the DGM/CC office in the Release Orders. Incase any newspaper mentioned in the Release Orders does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP, advertising agency prior to publication of advertisement will obtain written approval from DGM/CC Office.
- 8.10 The Advertising Agency will also maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from the DFCCIL, so that in case of any complaint received from newspapers, it may be examined thoroughly by DGM/CC Office.
- 8.11 The DGM/CC Office, reserves right to disallow a part or full payment against any bill, if any of the general or special conditions, is violated.
- 8.12 After payment of original bills at DAVP rates, no supplementary bill will be accepted, and the advertising agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by DFCCIL. If DAVP reduces/ lowers advertising rates of a publication and the advertising agency comes to know about lowered rates later on, after claiming the original bill which the advertising agency has happened to claim at higher rates, it will be the sole responsibility of the advertising agency to adjust the excess paid amount from future bills of the publication if possible, failing 'which it will be responsibility of the advertising agency to refund the excess payment, if any, on this account.
- 8.13 After publication of the advertisement, the agency will have to arrange payment of advertisement bills of the newspapers pertaining to publication of the advertisements regularly as per INS rules, failing which empanelment of advertising agency may be cancelled and security money forfeited.
- 8.14 The DGM/CC Office also reserves the rights to release any advertisement through any advertising agency on the panel.
- 8.15 The DGM/CC Office also reserves the right to use the logo, design, layout etc. prepared by any advertising agency for releasing advertisements directly for DFCCIL or through any other advertising agency or any other source as deemed fit by the DFCCIL without advertising agency's consent, which has designed the advertisement.
- 8.16 The agency will have to ensure compliance with copyright, cyber laws, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The advertising agency will be completely liable in all such cases, and no liability shall lie with the DFCCIL.

- 8.17 Whenever required, the agency shall have to accept and get an advertisement published at a very short notice in specified newspapers on a specified date as indicated by the DFCCIL.
- 8.18 The DGM/CC Office or its representative shall have all rights to inspect agency's premises and any record connected with the working related with DFCCIL during office hours.
- 8.19 The DGM/CC Office reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.
- 8.20 The DGM/CC office reserves the right to impose a suitable penalty for any defect in service delivery and also deduct any outstanding dues decreed by any court of law or otherwise from the Security Deposit or the running bill for deduction of DFCCIL's dues from empanelled agency's security amount on the following grounds.
- 8.21 The empanelled agencies shall top up or reimburse the security deposit to the extent of deduction as fine within 15 days failing which it will be considered and treated as breach of the agreement.
- 8.22 The advertising agency should supply the press Tear sheets in which the Tender Notice is published to concerned department directly or per bearer or by post.
- 8.23 Each empanelled agency, on their nominated day, shall collect and ensure immediate dispatch of Press releases either through e-mail or in person to all media offices. Apart from newspapers, these media may include TV channels, FM radio stations, All India Radio, News Agencies etc. No additional payment will be made for this to the agency.
- 8.24 All payments to the agency shall be made through EFT/ECS.
- 8.25 When desired, soft copy of any work will be provided by the agency to the DGM/CC office.
- 8.26 The agencies will be required to work on Saturdays on regular basis and may even be required to provide service on Sundays and other public holidays and if warranted, also beyond office hours in case of urgency.
- 8.27 Performance of the each empanelled agency will be monitored and will be kept on record for appropriate action in future.
- 8.28 Disputes, if any, in future shall be resolved and governed by the provision of general conditions of contract as applicable to the DFCCIL and jurisdiction shall lie at the city where the zonal headquarter is situated.
- 8.29 DFCCIL, at its sole discretion, may impose penalty, as deemed fit, on any agency for poor performance/ service during the period of empanelment.

9.0 Resolution of Disputes and Arbitration:

- 9.1 In the event of any disputes or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act 1996.
- 9.2 Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

10.0 Covering letter to be submitted with the **offer**

**GM/OP & Safety
DFCCIL**

Sub: Application for empanelment of Advertising Agencies.

1. Name of the Agency
2. Full Address
3. Earnest money attached Yes No
4. Details of facilities/documents furnished along with application
 - a. Agency website Yes No
 - b. Income Tax Return for last 3 years attached YesNo
 - c. GST Registration no. Provided Yes No
 - d. List of creative ad designer, content writers, proof readers attached Yes No
5. Details of other additional infrastructure and manpower available at local office.
6. Experience
 - a. List of Clients (period to be specified)
 - b. Experience with Central Govt./State Govt./PSU YesNo
If yes, then whether the details of name of the organization(s), period and value of campaigns furnished
 - c. Experience with DFCCIL Yes No
If yes, then whether the details of the DFCCIL, period and value of campaigns furnished
7. Year and place of INS Accreditation (attach the certificate)
8. Certified Turnover in Rs (Crore). in last 3 years
9. Willing to service on holidays/ beyond office hours Yes No
10. Any other information which the applicant feels necessary to bring to the notice of DFCCIL Administration

I/We have perused the attached Terms & Conditions for empanelment of Ad Agency with DFCCIL name and hereby agree to all the Terms and conditions.

Signature:

Name of Signing authority (**In** Block letters) Date:

Stamp of the Agency Place:

Profiles of the Personnel

SN	Designation	Required Profile
1.	Project Lead	<p>Qualification: Graduate in Mass Communication/Journalism/PR</p> <p>Required Experience: >5 years</p> <p>Expected Role: This person shall be the focal point of contact with DFCCIL. This person will function as the campaign manager—cum-team leader</p>
2.	Content Writers	<p>Qualification: Any Graduate</p> <p>Required Experience: Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.</p>
3.	Creative Ad Designer	<p>Qualification: Any Graduate with Diploma in Multi-media</p> <p>Required Experience: Must have experience of having worked on multiple platforms such as Adobe Photoshop, Corel Draw, in Design. The person should have an experience of 3 to 5 years with at least 3 years, as graphic designer for multiple mediums.</p> <p>Expected Role: The person will be required to create Ad designs</p>

PERFORMANCE NOTICE

DFCCIL
(Without Prejudice)

To

M/s

Dear Madam/Sir

Contract Agreement No.

In connection with

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. _____, dated _____ in reference to your representation, dated _____
3. As you have failed to abide by the instructions issued to commence the service/achieve desirable standard of services, you are hereby given a notice to commence the service/ to make good the default, failing which further action will be taken as to terminate your Contract and complete the balance services without your participation.
4. In addition to the above, DFCCIL is also free to invite a bid to procure the balance services without your participation, starting from the date of issue of this notice.

Kindly acknowledge receipt.

Yours faithfully,

REVOCATION OF PERFORMANCE NOTICE

DFCCIL
(Without Prejudice)

To

M/s

Dear Madam/Sir,

Contract Agreement No.

In connection with

1. Your attention is invited to this performance notice Issued by this office vide letter no. dated
2. As you have Improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully,

7 DAYS NOTICE

DFCCIL
(Without Prejudice)

To

M/s

Dear Madam/Sir,

Contract Agreement No. In
connection with.

1. Performance Notice was given to you under this office letter of even no., dated but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days notice to commence the service to make good the default, failing which further action to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be Issued to you under which your contract shall stand rescinded and the services under this contract will be earned out independently without your participation and your Performance Guarantee shall also be encashed forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully,

TERMINATION NOTICE DFCCIL
(Without Prejudice)

No. Dated

To

M/s.

Dear Madam/Sir

Contract Agreement No.

In connection with Seven days (7 days) notice was given to you under this office letter of even no. dated but your performance has not Improved/ you have taken no action to commence the services/ improve the quality of the services to the specified standards.

Since the period of 7 days' notice has already expired, the above contract stands rescinded and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner In any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/ forfeited.

In addition, your participation as well as participation of every member/ partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said DFCCIL for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully,