



डेडीकेटेड फ्रेट कोरीडोर

CPM MUGHALSARAI UNIT

E-TENDER DOCUMENT

Name of Work :

Providing Manpower Services of Field office Assistant cum Computer Operator, Office Assistant cum Computer Operator, Office Attendant/Field man to assist DFCCIL/Competent Authority of Chandauli, Kaimur, Rohtas and Aurangabad districts in Bihar and UP for **land acquisition work under CPM/DFCCIL/Mughalsarai**.

and

Providing one Legal Consultant for cases related with Law and Land acquisition, arbitration cases etc under **CPM/DFCCIL/Mughalsarai**.

OPEN TENDER

Tender No .DFCC/MGS/Hiring of Manpower Services/07/2018

(Participation through E-Tender Only)

Dedicated Freight Corridor Corporation of India Ltd .

**Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi
(Near Union Bank of India) ,Thana-Lanka, Varanasi - 221011**

Visit: www.tenderwizard.com/DFCCIL

**Help: Please contact Tender wizard helpdesk at no . 011-49424365 or
Mob-8090426426**

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Dedicated Freight Corridor Corporation of India Limited
(AGovt. of India Undertaking)
Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi
(Near Union Bank of India) , Thana-Lanka, Varanasi-221011

Section- 1

NOTICE FOR INVITING E- TENDER

| SN | Tender No . | DFCC/MGS/Hiring of Manpower Services/07/2018 |
|----|---|--|
| 1 | Name of Work | Providing Manpower Services of Field office Assistant cum Computer Operator, Office Assistant cum Computer Operator, Office Attendant/Field man to assist DFCCIL/ Competent Authority of Chandauli, Kaimur, Rohtas and Aurangabad districts in Bihar and UP for land acquisition work under CPM/DFCCIL/ Mughalsarai. and Providing one Legal Consultant for cases related with Law and Land acquisition, arbitration cases etc under CPM/DFCCIL/ Mughalsarai. |
| 2 | Estimated Cost of Work | Rs.26,47,536/- -(Rupees twenty six lacs forty seven thousands five hundred thirty six only) |
| 3 | Completion Period | 12 (Twelve) months |
| 4 | Type of BID | Single Packet Open Tender |
| 5 | Earnest Money | Rs.52,951/- (Rupees fifty two thousand nine hundred fifty one only) <i>(The amount of earnest money is to be deposited by the bidder by offline mode through DD/Banker's cheque/FDR, issued from any nationalised bank in favour of DFCCIL, payable at Varanasi)</i> |
| 6 | Date and Time of start and submission of filled Tender Document | E-Tender can be downloaded after 11:00 hrs of 21.04.2018 and can be submitted upto 13:30 hrs of 22.05.2018 through www.tenderwizard.com/DFCCIL |
| 7 | Date and Time of Tender opening online | At 15:30 Hours on 22.05.2018 |
| 8 | Authority and address for Office and Communication | Chief Project Manager, DFCCIL, Mughalsarai And Office of The Chief Project Manager, DFCCIL Swarna Complex, 2nd Floor, Susuwahi, Thana-Lanka, Varanasi-221011 <i>Contact Person- S.K. Jha , Dy. CPM/Engg/MGS/DFCCIL,</i> <i>Mob:- 7897412002</i> |
| 9 | Validity of offer | 90 Days from the date of opening of tender |
| 10 | E-Tender Processing Fees | Rs.3,124/- (Non-refundable) through e-payment (Including GST) |
| 11 | E-Tendering Web Site address and Help Desk No. | www.tenderwizard.com/DFCCIL and helpdesk no. 011-49424365 or Mob-8090426426 |
| 12 | Cost of Tender Document (Non-Refundable) | Rs.3000/-+ 18% GST as applicable) <i>(The amount shall be deposited in the form of DD/Banker's cheque, issued from any nationalised bank in favour of DFCCIL, payable at Varanasi)</i> |
| 13 | Last Date of Submission of Original Documents viz. EMD, tender document fee etc to DFCCIL | 22.05.2018 upto 13:30 hrs |



Dedicated Freight Corridor Corporation of India Limited

(A Govt. of India Undertaking)

**Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi
(Near Union Bank of India) , Thana-Lanka, Varanasi-221011**

Dear Sir

.....
.....
.....

1.0 Chief Project Manager, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Thana-Lanka, Varanasi-221011 for and on behalf of DFCCIL invites sealed **open E-Tenders in single packet system** for undertaking the following work:

| Tender No . | Name of work |
|---|---|
| DFCC/MGS/Hiring of Manpower Services/07/2018 | Providing Manpower Services of Field office Assistant cum Computer Operator, Office Assistant cum Computer Operator, Office Attendant/Field man to assist DFCCIL/Competent Authority of Chandauli, Kaimur, Rohtas and Aurangabad districts in Bihar and UP for land acquisition work under CPM/DFCCIL/Mughalsarai . and Providing one Legal Consultant for cases related with Law and Land acquisition, arbitration cases etc under CPM/DFCCIL/Mughalsarai . |

2.0 DETAILS OF TENDER DOCUMENTS

2.1 Tender Documents: The interested tenderers who wish to participate and to download the tender document, should visit website www.tenderwizard.com/DFCCIL which is the only website for bidding their offer, after 11:00 hrs of 21.04.2018 & can be submitted up to 13.30 hrs of 22.05.2018 on payment of Rs.3,124/- (including GST) in the form of e-payment. All such tender documents must accompany with the cost of tender forms amounting to Rs.3000/- (+18% GST as applicable) payable in the form as described above.

2.2 Tenders must be accompanied by Bid Security (Earnest Money Deposit) of Rs.52,951/- (Rupees Fifty two Thousands nine hundreds fifty one only) . The amount of earnest money is to be deposited by the bidder by offline mode through DD/Banker's cheque/FDR, issued from any nationalised bank in favour of DFCCIL, payable at Varanasi) . **Tenders received without Bid Security (Earnest Money) shall be summarily rejected.**

2.3 Date of Receipt and opening of Tenders: E-Tender can be downloaded after 11:00 hrs of 21.04.2018 and can be submitted upto 13:30 hrs of 22.05.2018 through www.tenderwizard.com/DFCCIL on the same day in

the presence of tenderers who choose to remain present. Date and Time of Tender opening online is 15:30 hrs. of 22.05.2018. DFCCIL will not be responsible for any delays in receiving the Tendering documents by the tenderer or receipt of Tenders by DFCCIL. Tender received after the opening shall not be considered for evaluation and will be dealt with as per extant policy.

2.4 Address for Communication: Interested Tenderers may obtain further information from the address given below:

"Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, Swarna Complex, 2nd Floor, Susuwahi, Thana- Lanka, Varanasi-221011, Telephone No. 0542-2570122 and e-mail-cpmmgs@gmail.com

2.5 Tenderers are requested to give unconditional offers only. A conditional offer, having financial implication, will be summarily rejected.

3.0 Completion Period

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

4.0 General

4.1 The offer should be valid for 90 days from the date of opening of the tender, being extended further if required by mutual agreement from time to time. The Tenderers cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Bid Security (Earnest money).

4.2 The following mandatory documents required for Manpower Service Provider:

Care in Submission of Tenders –

(Railway Board letter no. 2017/CE-I/CT/4/GST dated 23.06.2017)

- (i)** The Tenderer should have EPF Code, ESI registration no., PAN, Central Goods and Services Tax Act, 2017 (CGST) /Integrated Goods and Services Tax Act, 2017 (IGST) /Union Territory Goods and Services Tax Act, 2017 (UTGST) /respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (ii)** The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment

shall be released to the agency. The agency shall be responsible for deposition of applicable GST to the concerned authority.

- (iii)** In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway/DFCCIL shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.
 - (iv)** Registration under the applicable labour laws and should submit the copy of the same.
 - (v)** The agency should submit minimum one satisfactory performance reports of work for manpower service of outsourced persons from Govt./PSUs./Autonomous Bodies during the last three years.
 - (vi)** Tenderer should submit requisite paper from agency which had deployed firm and certificate of satisfactory completion of work.
 - (vii)** Tenderer shall give an affidavit on Non Judicial stamp paper of Rs.20/-that in last three years to be reckoned from dated of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected.
 - (viii)** Audited financial statement for last three years should be submitted along with the bid document (F.Y. 2015-16, F.Y. 2016-17, F.Y. 2017-18, F.Y. 2018-19 upto tender opening date)
- 4.3** The tenderer shall submit following certificate –
“I/We declare that we have submitted all the relevant documents required for the work like turnover details, credentials, ITCC, certificate for various related work etc and has nothing more to submit.”

Section -2

Format for covering letter of Tender
(On letter head of firm/company)

**Chief Project Manager,
Dedicated Freight Corridor Corporation of India Limited
Swarna Complex, 2nd Floor,
Susuwahi, Thana-Lanka,
Varanasi-221011**

Sub: Providing Manpower Services of Field office Assistant cum Computer Operator, Office Assistant cum Computer Operator, Office Attendant/Field man to assist DFCCIL/ Competent Authority of Chandauli, Kaimur, Rohtas and Aurangabad districts in Bihar and UP for **land acquisition work under CPM/DFCCIL/Mughalsarai**.

and

Providing one Legal Consultant for cases related with Law and Land acquisition, arbitration cases etc under **CPM/DFCCIL/Mughalsarai**.

Ref: Tender notice no.DFCC/MGS/Hiring of Manpower Services/07/2018

I/We-----have read the various conditions of tender attached hereto and hereby agree to a Tender document by the said conditions. I also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and if I/We default thereof,

I/We will be liable for forfeiture of my/our full "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to Tender document by the General Conditions of the Contract and to carry out the work according to the Special Conditions of contract as laid down by the DFCCIL Administration for the execution of present contract.

2. A sum of Rs.52,951/- (Rupees Fifty Two Thousands Nine Hundreds Fifty One Only) is being submitted as Earnest Money having details as follows:-----

----- .The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if-

i) I/We do not execute the contract agreement within 15 (Fifteen) days of the date of receipt of Letter of Acceptance or on receipt of notice by the DFCC administration that such documents are ready.

ii) I/We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as

per the proforma prescribed by DFCC, within 15 days of receipt of letter of acceptance .

iii) I/We do not commence the work within 15 days after receipt of Letter of Acceptance .

- 3.** Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work .
- 4.** On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by DFCCIL for further participation in the future tenders of DFCCIL .
- 5.** I/We certify that quoted rates are inclusive of all taxes, duties and/or any other statutory levies applicable on the services . (However GST shall be dealt as per prevailing laws .)
- 6.** I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject services to the DFCCIL . The following persons may be contacted for any information or clarifications relating to this Contract .

Signed

In the capacity of

Duly authorized to sign offers for and on behalf of

.....

Bidder' s Name.....

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Section - 3

INSTRUCTIONS TO BIDDERS

Chief Project Manager, Mughalsarai, DFCCIL, for and on behalf of DFCCIL invites, bids under **open E-Tenders in single** packetsystem from the bidders for-

"Providing Manpower Services of Field office Assistant cum Computer Operator, Office Assistant cum Computer Operator, Office Attendant/Field man to assist DFCCIL/ Competent Authority of Chandauli, Kaimur, Rohtas and Aurangabad districts in Bihar and UP for **land acquisition work under CPM/DFCCIL/Mughalsarai**.

and

Providing one Legal Consultant for cases related with Law and Land acquisition, arbitration cases etc under **CPM/DFCCIL/Mughalsarai**."

3.1 GENERAL: All bidders must note that this being E-tender, bids received only through e-tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected. Further following instructions should be noted by bidders:-

(i) PROCEDURE FOR SUBMISSION OF E-TENDER:

Bid Document obtaining process: The Bidder who wish to view free Notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL OR Central Procurement Portal e-procure.gov.in. Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wish to obtain the digital signature certificate from ITI, they may contact helpdesk numbers 011- 49424365 or 08090426426.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The tender document cost has to be paid either through DD/Bankers Cheque drawn in favour of Dedicated Freight Corridor Corporation of India Limited payable at Varanasi as per the details provided above.
- Payment of processing fees through e-payment. This payment can be done only through e-payment gateway of ITI at the time of request.
- After the payment of E-Tender processing fee and Tender Document cost the bidder can download the 'financial bid' (Microsoft Excel file 'Financial bid.xls') by clicking the link "Show Form".

(ii) BID SUBMISSION PROCESS:

Before quoting the rate and uploading the 'Financial Bid' in given format Bidders are advised to upload scanned copies of the following supporting document. The list is indicative and not extensive.

- Payment document of 'Tender Document Charge' (Statutory document) .
- EMD Document confirming to above Contract (Statutory document) .
- Supporting Documents for Eligibility Criteria as per para 3.8 of this section and as per 'Special Conditions of Contract & Specification' of Section-4.
- GST registration Certificate.
- Partnership deed/Memorandum and Articles of Association of the firm or company, if applicable.
- Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public.
- Any other supporting document as required.
- After uploading above documents, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file. After saving, the bidder can upload the filled file. The name of the downloaded 'Financial Bid' ('Financialbid.xls') file should not be changed.
- The Bidder should submit the original EMD & Tender Document Fees in Chief Project Manager/MGS's Office on/or before closing time and date of tender. On failure of the same, the offer of the bidder is liable to be rejected.

(iii) COST OF BIDDINGS:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DFCCIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

(iv) LANGUAGE OF BID:

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

(v) CURRENCIES OF BID AND PAYMENT:

The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

(vi) PERIOD OF VALIDITY OF BIDS:

Bids shall be signed by a authorized person and shall be valid for 90 days from the date of opening of the tender. The Bid for shorter validity period shall be rejected by the DFCCIL as non-responsive.

(vii) FORMAT AND SIGNING OF BID:

Bid document shall be signed by a person duly authorised to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

(viii) SIGNING OF CONTRACT :

The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response the successful bidder should sign the contract agreement (Annexure-IX) within Fifteen days from the date of receipt of acceptance letter or when asked by the employer .

(ix) CORRUPT PRACTICES :

The DFCCIL require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts .

(x) Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true . In addition, the EMD of such tenderer shall be forfeited . The decision of DFCCIL in this respect shall be final and binding on the contractor .

(xi) The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited .

(xii) The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of his bid .

3.2 UNDERSTANDING AND AMENDMENTS OF TENDER DOCUMENTS :

3.2.1 The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents .

3.2.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work .

3.2.3 At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents .

3.2.4 DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids .

3.3 SIGNING OF ALL BID PAPERS AND COMPLETING FINANCIAL BID :

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-3.1 of ITB.

3.4 DEVIATIONS: The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents.

3.5 EARNEST MONEY DEPOSIT: The tender must be accompanied by a sum of Rs.52,951/- (Rupees fifty two thousands nine hundreds fifty one only) as Earnest money deposited in the form of Demand Drafts/Bankers Cheque/FDR drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favour of "DFCCIL" payable at Varanasi. The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD as well as tender document cost is being deposited in any form mentioned above, the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the "Office of Chief Project Manager, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (Near Union Bank of India), Thana-Lanka, Varanasi-221011), before opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation. No interest shall be allowed on Earnest Money Deposit.

3.6 FORFEITURE AND RETURN OF EARNEST MONEY:

3.6.1 The Earnest Money of the tenderer shall be forfeited if he with draws his tender during the period of tender validity specified or extended validity period as agreed to in writing by the tenderer.

3.6.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:

- Sign the Contract Agreement in accordance with the terms of the tender or
- Furnish Performance Guarantee in accordance with the terms of the tender or
- Commence the work within the time period stipulated in the tender.

3.6.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

3.6.4 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

3.6.5 The Earnest Money Deposit of the successful tenderer shall be dealt as under:-

The Earnest Money Deposit (EMD) shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD amount.

3.7 DEADLINE FOR SUBMISSION OF TENDER:

3.7.1 The bidder must ensure that the tender document is submitted before the closing time of the tender. The tender submission shall stop at prescribed date and time as mentioned in NIT.

3.7.2 Tenderer should submit the original EMD and Tender Document Fee in Chief Project Manager/MGS's Office on/or before closing time of tender. Tenderer should also upload the scanned copy of the above on the tender Portal while submitting the tender. The Bid of tenderer is liable to be rejected in case they fail to submit the above original EMD & Tender document fee in physical form in CPM office before closing of tender.

3.7.3 Bidder can anytime change the quoted rates before date & time of closing of tender.

3.8 ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER :-

| SN | Criteria | Documents required |
|------------|--|---|
| i | (i) The Bidder should have successfully completed atleast one work of providing manpower services costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any government department/PSU. Date of start of work may not fall in this period. OR The Bidder should be carrying out atleast one contract of providing manpower services in any Govt. deptt./PSU and should have rendered services continuously for a period of 12 months during the last three years {i.e. Current year and previous 03 financial years} in an ongoing contract. In this case, the value of the completed work in this ongoing contract before tender opening date shall not be less than 35% of the estimated cost of work. | The bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-I of the bid document. |
| ii | The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work. | Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant for FY 2015-16, 2016-17, 2017-18. & current year |
| iii | a) The bidder should be registered for ESI, EPF, GST, PAN number; b) The bidder should submit an Affidavit that it has not been blacklisted for business by any government department /PSU and that in last three years to be reckoned from date of invitation of tender and there has not been any work cancelled against them for poor performance. c) The bidder should be registered under Contract Labour (Regulation and Abolition) Act' 1970 and a valid labour licence under this Act. | Copy of Registration Certificate of ESI, EPF, GST, PAN No. to be enclosed. Performa of Affidavit is given in Annexure-II of the bid document. Copy of Registration Certificate under Contract Labour Act' 1970 to be submitted. |

Note:

Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria.

3.9 DETAILS OF THE BIDDER:

| SN | Particulars | Details | | | | |
|----|---|----------------|-------------------------------------|---------|--------------|--------------|
| 1 | Name of the Agency (Manpower Service Provider) | | | | | |
| 2 | Address with telephone and Fax No. (in Varanasi and other State of India along with head) | | | | | |
| 3 | Status of applicant (Individual/proprietorship firm/partnership -firm/ private limited/public limited/ Society/ autonomous bodies (attach documentary evidence)) | | | | | |
| 4 | Types of services provided (Experience certificates to be enclosed) | | | | | |
| 5 | Manpower Details (Permanent and contract) of last three years indicating Number of man-month service provided in India year-wise. | Name of client | No. of man-power months (year-wise) | | | |
| | | | 2015-16 | 2016-17 | 2017-18 | Current Year |
| 6 | Annual Turnover of last three financial years (Audited financial statement of last three financial years to be enclosed) | 2015-16 | 2016-17 | 2017-18 | Current Year | |
| 7 | EPF Establishment Code No. (Attach documentary evidence) | | | | | |
| 8 | ESI Establishment Registration No. (Attach documentary evidence) | | | | | |
| 9 | PAN (Attach documentary evidence) | | | | | |
| 10 | GST Registration No. (Attach documentary evidence) | | | | | |
| 11 | Other Registration details under other applicable Labour Laws (Attach documentary evidence) | | | | | |
| 12 | List of clients along with their placement turn-over in numbers (Last 3 years) | | | | | |
| 13 | Attach Satisfactory performance report from existing clients from Govt./PSUs/Reputed Organization | | | | | |
| 14 | Executive Summary about the agency | | | | | |

3.10 COST OF TENDER DOCUMENT 'AS PER NIT'

3.11 COST OF EARNEST MONEY DEPOSIT (EMD) 'AS PER NIT'

The Earnest Money of the tenderer shall be forfeited if: -

- (i) The tenderer withdraws his bid during the period of bid validity;
- (ii) If the successful bidder fails within the specified time limit to furnish the required performance security or sign the agreement;
- (iii) Any of the information furnished by the tenderer is not found to be true;
- (iv) The tenderer fails to commence the work within the time period stipulated in the tender, unless otherwise permitted by DFCCIL in writing. The Earnest Money of the unsuccessful bidders shall be discharged/returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money/Security Deposit when he has signed the agreement and furnished the required performance security.

3.12 The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity /extended validity.

3.13 All the pages of the tender documents, alongwith addendum /corrigendum shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.

3.14 SUBMISSION OF BIDS

The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Banker's cheque drawn in favour of DFCCIL, Payable towards the cost of one set of the tender documents (Non-Refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers (except Financial Bid) is to be uploaded in "**Technical offer**". Only Contractor's profit/Agency's Commission/ Administrative charges is to be quoted in Financial Bid and is to be uploaded in "**Financial offer**". **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and duly filled up and uploaded on the e-tendering web site using Digital Signature class-3 for signing the documents.**

- A tender received without on-line to Employer is liable to be rejected .
- Bidder cannot see uploaded/quoted rate once saved. Bidder can anytime change quoted rates before date & time of closing of tender .
- Original EMD & tender document fees received after opening of the tender shall be rejected .

3.15 WITHDRAWAL OF TENDER:

No Tender can be withdrawn after submission and during tender validity period .

- 3.16** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work .

- 3.17 SUBMISSION OF TENDER/BID:** -The tenders shall be submitted on or before the due date and time with all the relevant documents as already mentioned above. Earnest Money and Tender Document fees shall be deposited in DFCCIL in the form as already mentioned .

- 3.18** DFCCIL reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's bid .

- 3.19** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

- 3.20** The Tenderer is at liberty to be present either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification .

- 3.21** All entries in the tender form should be legible and filled clearly. Overwriting, cuttings, if any, must be initialled by the person authorized to sign the tender bids. The rates should be quoted in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in "**Words**" shall be taken as correct.

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

3.23 Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

3.24 OPENING OF THE TENDER:

- Tenders will be opened online at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of Tenderers who wish to attend the opening of tenders. Bid of the Bidders shall be opened on a subsequent date through process of e-Tendering only, which will be notified to such bidders on-line. The sequence of opening shall be: (i) Earnest Money Deposit, (ii) Technical Bid & (iii) Financial Bid.
- Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

3.25 CLARIFICATION OF THE TENDERS: -To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderer's for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

3.26 PRELIMINARY EXAMINATION OF BIDS: -The employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

- If there is a discrepancy between words and figures, the rate in words shall prevail.
- Prior to the detailed evaluation, employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one: -
- That affects in any substantial way the scope, quality or performance of the contractor.
- That limits in any substantial way, inconsistent with the bidding documents, the employers rights or the successful Bidder's obligations under the contracts; or whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

- If a bid is not substantially responsive, it shall be rejected by the Employer.

In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.27 EVALUATION AND COMPARISON OF TENDERS:

- In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in "**Eligibility Criteria**". The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the quoted rates to a reasonable level. The tenderer must note that during negotiations, quoted rates can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

3.28 CANVASSING: No Tenderer is permitted to canvass to employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

3.29 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS:

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

3.30 AWARD OF CONTRACT:

- Employer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.
- Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.

3.31 HELP DESK FOR E-TENDERING

- For any difficulty in downloading & submission of tender document at the website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk's no.**011-49424365** or cell no. **08090426426**.
- Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.



Section - 4

GENERAL TERMS & CONDITIONS OF CONTRACT

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

4.1 DEFINITIONS:

- (a) The Contract shall mean agreement entered into between DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule/bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contracts deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (b) The Contractor/Bidder/Manpower Service Provider shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (c) The Contract value shall mean the sum for which the tender is accepted.
- (d) The Contract time means period specified in the tender document for entire execution of contracted works from the date of notification of award.

4.2 RETENTION MONEY/SECURITY DEPOSIT: On acceptance of the bid, the successful bidder shall submit a security deposit equal to 5% of the contract value. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of 10% from each of the running bill of the bidder till the realization of full amount of security deposit as per contract. The amount of security deposit will be retained till the 60 days period after the completion of contract. The security deposit shall be returned to the contractor without any interest.

4.3 PERFORMANCE SECURITY: Besides, retention money, the successful bidder shall also have to submit performance security within 15 days of receipt of Letter of Acceptance, amounting to 5% of the contract value in the form of **Bank Guarantee** as per prescribed format from any Nationalized/Indian scheduled commercial bank. The performance security will be furnished after LOA has been issued but before signing of agreement and should be valid upto two months after the completion of the contract. In case, the time for completion of work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.

4.4. When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed.

4.5 PAYMENT TERMS:

The DFCCIL shall make a lump sum payment to Manpower Service Provider which shall include: -

- (i) Remuneration payable to the outsourced manpower as per schedule which is subject to revision of wages as per clause No.6.6 of Special conditions of Contract (Section-6);
- (ii) Service charges/commission payable to the contractor on the schedule;
- (iii) GST at applicable rates.

The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider within 15 days against the monthly invoices submitted by Manpower Service Provider at the end of each month, in duplicate. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions necessary certificates of Tax Deduction shall be given. The Manpower Service Provider shall provide details every month regarding submission of statutory payments towards PF, ESI etc. on account of outsourced personnel with the appropriate authorities. The Manpower Service Provider shall make monthly payment of remuneration to the outsourced personnel by 5th day of every month.

4.6 DURATION OF THE CONTRACT: -

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

4.7 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.

Section- 5

5.1 ESSENTIAL QUALIFICATION FOR EACH CATEGORY OF STAFF

| S N | Category of staffs | ESSENTIAL & DESIRABLE QUALIFICATION/ EXPERIENCE |
|--------|--|---|
| 1 | Field office Assistant cum computer operator | Persons Having experience in Land matters, able to prepare land awards, collection of sale deed rates etc, collection of revenue maps & other records, able to survey of field for land acquisition purpose, coordination with revenue officers and officials, knowledge of computer and able to work in MS Office & MS Excel with educational qualification as graduate . |
| 2 | Office Assistant-cum computer operator | Minimum three years experience in work related with land matters knowledge of computer MS Word etc. Knowledge to read and understand revenue map with educational qualification preferably graduate . |
| 3 | Office Attendant/ Field Man | Having requisite skill to work as office attendant. Preferably having high school education . |
| 4 | Legal Consultant | <p>Minimum Qualification: Candidate should be a law Graduate from a recognized university .</p> <p>Essential Requirement: Candidate should have experience of atleast five years in any one or more areas such as dealing the matters related to land acquisition, arbitration matter, court cases related to civil suit, service matter, tax matter & corporate issues. Candidate should also have experience of drafting the application, reply, deeds and examination of legal documents .</p> <p>Desirable Requirement: Preference may be given to the following attributes :</p> <p>(a) Candidate having experience to deal legal matters, court cases and legal vetting of documents .</p> <p>(b) Candidates who are registered with state bar council and authorised to do legal practice before any court with the above eligibility .</p> <p>(c) Candidate having post graduate in law or post graduate diploma in addition to above qualification .</p> <p>(d) Should have knowledge of Land acquisition acts, rehabilitation & resettlements plans etc .)</p> <p>**** (Deployment of a suitable candidate for the post of Legal Consultant always requires prior approval of DFCCIL .)</p> |

NOTE: - (i) In case of non availability of suitable staffs under categories 1, 2 & 3, having above prescribed qualification and experience, the staffs can be deployed on the recommendation of DLAO/ADM/CA or with the approval of CPM/DFCCIL on the basis of their suitability for the work .

(ii) It is mandatory that the staffs provided by the contractor should have sound health .

(iii) The age criteria for all the posts will be in accordance with prevailing labour laws . The contractor has to ensure the same .

5.2 SCOPE OF SERVICES

1. Field office Assistant cum computer operator :

- All works in relation to read & understand land plans, Revenue maps, Conversion of scales, field measurements, Site verification, Physical verification as per proposed engineering & revenue plan & to co-ordinate the work of joint measurement as per Revenue & DFCCIL requirement.
- To co-ordinate with various ADM and D.L.A.O mainly at Chandauli, Kaimur, Sasaram & Aurangabad district or as per desire/requirement of DFCCIL officials in hearing and disposal of objections.
- To co-ordinate with various ADM and D.L.A.O mainly at Chandauli, Kaimur, Sasaram & Aurangabad district or as per desire of DFCCIL officials in fixation & disbursement of compensation of the land owners.
- To facilitate the process of re-notification wherever required at above nominated places.
- To coordinate with D.L.A.O/ADM at nominated places to complete the land acquisition process & to transfer land title in favour of DFCCIL.
- To co-ordinate the work of re-habilitation at above nominated places, wherever required.
- Any other work assigned by DFCCIL authority.
- Quantities mentioned under item (1) of Annexure-III may be varied up to 100%. Contractor may arrange for the Field office Assistant cum computer operator in any of the grades as specified.

2. Office Assistant cum Computer Operator :

- All sorts of typing work usually carried-out by using the Computer with knowledge of MS office/Excel or any other suitable software in English/Hindi, maintenance of files/documents and other relevant works as & when required by the ADM/D.L.A.O/DFCCIL office.
- Movement and maintenance of files, papers, drawings, within the office, outside ADM/D.L.A.O./DFCCIL Office including Railway and other offices at described locations.
- Creation & updation of data as and when required.
- Operation of various office equipments like Photocopier, Fax, Telephones, Printer. EPABX etc. in addition to Computer peripherals.
- Dispatch & Receipt of files, letters etc. to and from various Railway offices including various State / Central Govt. offices.
- Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.
- Any other work assigned by ADM/ D.L.A.O/DFCCIL in connection with smooth functioning of the office.

3. Office Attendants :

- Cleaning of rooms, dusting of furniture and equipments in the entire office building of ADM/D.L.A.O/DFCCIL.
- Attending to office door bells.
- Preparation and serving of tea, coffee, snacks etc in office, cleaning of utensil used in the office etc.
- Outstation Movement and maintenance of files, papers, drawings, within the office, outside DLAO/DFCCIL Office including Railway and other offices as directed by DLAO/DFCCIL officials.

- Delivering the dak/letters/papers and documents to various Government /Non- government offices including Railway and other offices as per requirement of ADM/DLAO/DFCCIL.
- Accompanying the ADM/DLAO/DFCCIL officials at work site and assisting them in field related works as and when directed .
- Any other work assigned by ADM/DLAO/DFCCIL in connection with smooth functioning of the office .

4. Legal Consultant

- The consultant /legal will be required to handle court cases in the courts .
- Giving oral and written opinion on issues relating to the business of DFCCIL which are referred to them .
- Legal vetting of tenders, contracts, documents related to the transaction of business of DFCCIL and referred to them by the DFCCIL .
- Drafting of legal documents in connection with the business of DFCCIL .
- Participation in discussion/conference on behalf of DFCCIL and with their clients .
- Any other work assigned by DFCCIL in connection with legal matter



Section - 6

SPECIAL CONDITIONS OF CONTRACT

6.0 OBLIGATION OF MANPOWER SERVICE PROVIDER

- 6.1** The Manpower Service provider shall, if and when so requested by DFCCIL, will provide the outsourced manpower for DLAO/ADM of district Chandauli/Kaimur/Rohtas/Aurangabad or any other office of DFCCIL at Varanasi/Mughalsarai/Sasaram, as may be required by DFCCIL, at the agreed rates. The essential skills/experience and the tentative number of outsourced personnel and scope of services is given in Section-5 of the Bid document.
- 6.2** It shall be the responsibility of the Manpower Service Provider to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 6.3** It shall be the responsibility of the Manpower service Provider to verify the skills/experience of the outsourced manpower. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within 05 days time.
- 6.4** If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 05 days time.
- 6.5** Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workman Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Manpower service provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.

6.6 As per DFCCIL's policy, the present rate of CTC for different categories of outsourced staffs is as under:

| SN | Category | Basic wages for semi skilled man power | ESI @ 4.75% | Bonus @ 8.33% | EPF @ 13.15 % | Gross pay (in Rs. p.m.) |
|----|--|--|-------------|---------------|---------------|-------------------------|
| 1 | Field Office Assistant Cum Computer Operator | 506x26 = 13,156 (5% extra) = 13,814 | 625 | 1,096 | 1,730 | 17,265 |
| 2 | Office Assistant Cum Computer Operator (3 yrs. Experience) | 506x26 = 13,156 | 625 | 1,096 | 1,730 | 16,607 |
| 3 | Attendant/Field Man | 420x26 = 10,920 | 519 | 910 | 1,436 | 13,785 |
| 4 | Legal Consultant | -- | -- | -- | -- | 30,000 |

- a. In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of minimum wages to the personnel deployed should be revised accordingly by the Manpower Service Provider and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of DFCCIL corporate office AGM/HR-II'S letter no HQ/HR/3/Outsourced Pol./9/201602199 dated 07.07.2017 for minimum wages based on Government of India notification for minimum wages (for various category of workers) is effective from 1st April' 2017 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.
- b. As on date the rate for Legal Consultant is based on DFCCIL Corporate Office letter no.HQ/HR/OUT/7/4(Pt)/2014-15 dated 23.02.2015. In case of any increase as decided by DFCCIL Corporate Office the same should be revised accordingly by the Manpower Service Provider and claimed from DFCCIL with the monthly bill.

6.7 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.

6.8 The Manpower Service Provider shall decide the modus operandi for engagement of workers and continuously monitor them for rendering proper and efficient services that conform to the prescribed standards set by DFCCIL. The Manpower Service Provider shall submit a copy of the

appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/ functions.

- 6.9** The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- 6.10** No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 6.11** The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 6.12** The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 6.13** The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the authorised representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- 6.14** Not with standing anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- 6.15** The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the

Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.

- 6.16** The outsourced person shall at all time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 6.17** The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 6.18** DFCCIL reversed the right to scrap any post mentioned in the schedule of quantity as & when required without any financial burden on either side. Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 6.19** In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 6.20** Manpower Service Provider shall provide identity cards to all outsourced personnel deployed in DFCCIL bearing their photographs at its own cost.
- 6.21** The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National/Closed holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.
- 6.22** The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non payment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by him.

7.0 TERMINATION OF CONTRACT

In case the services of the Manpower service provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL by giving **one month's notice**. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Manpower Service

Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement. Unsatisfactory service in this case would be frequent absence or poor attendance of outsourced staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behaviour by the outsourced staff, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

8.0 OBLIGATION OF DFCCIL –

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the manpower Service Provider that Cost to the Company does not increase.

9.0 FORCE MAJEURE

The Obligations of DFCCIL and the Manpower Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

10.0 INDEMNITY

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

- 10.1** In performing the terms and conditions of the contract, the Manpower Service Provider shall at all times act as an Independent Manpower Service Provider. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any

circumstances. The Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

11.0 INCOME TAX

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

12.0 Goods and Services Tax

GST as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.

13.0 RESOLUTION OF DISPUTES & ARBITRATION

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

14.0 PENALTY

Penalty for an amount of Rs.500/- to Rs.2,000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

- a. Frequent absence of outsourced staff.
- b. Any undisciplined behavior by the outsourced staff.
- c. Discourteous behavior towards any officer or staff of DFCCIL.
- d. Not carrying out the duties listed in the scope of work in a satisfactory manner.
- e. Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL.

Penalty for some of the breaches in services will be as follows :

| Type of Breaches | Amount (Rs.) of Penalty |
|--|---------------------------------|
| Staff turns up late | Rs.50/- per staff per hour |
| Failure in cleaning Officers' chambers | Rs.100/- per room per day |
| Failure in cleaning Work Stations | Rs.50/- per workstation per day |
| Failure to provide replacement within time frame | Rs.100/- per day |

On letterhead of the Manpower Service Provider

FINANCIAL BID

Section - 7

To,

Chief Project Manager

Dedicated Freight Corridor Corporation of India Limited

Swarna Complex, 2nd Floor, Susuwahi,

Thana-Lanka, Varanasi-221011

Sub: Providing manpower services of Field office Assistant cum computer operator, Office Assistant cum Computer Operator, Office Attendant/Field man to assist DFCCIL/Competent Authority of Chandauli, Kaimur, Rohtas and Aurangabad districts in Bihar and UP for land **acquisition work under CPM/DFCCIL/Mughalsarai.**

and

Providing one Legal Consultant for cases related with Law and Land acquisition, arbitration cases etc under **CPM/DFCCIL/Mughalsarai**

Sir,

We are submitting our rates for providing of man power services as per details given as under:

SCHEDULE OF QUANTITIES

| S N | Post | No. of Man power | Unit | Gross Pay (Maximum) . (per man month including PF/ESI and other applicable statutory obligations) | Quantity (Man-month) | Amount Rs. |
|--------------|--|------------------|-----------|--|----------------------|------------------|
| 1 | Field office assistant Cum computer operator | 4 | Man month | 17265.00 | 48 | 8,28,720 |
| 2 | Office Assistant cum computer operator | 4 | Man month | 16607.00 | 48 | 7,97,136 |
| 3 | Office Attendant/ Field Man | 4 | Man month | 13785.00 | 48 | 6,61,680 |
| 4 | Legal Consultant | 1 | Man month | 30000.00 | 12 | 3,60,000 |
| TOTAL | | | | | 156 | 26,47,536 |

a. Rates for SN 1, 2 & 3 have been taken as per DFCCIL's corporate office letter no.HQ/HR/3/Outsource Pol./9/201602199 dt.07.07.2017.

b. Rate for Legal Consultant is based on DFCCIL Corporate Office letter no.HQ/HR/OUT/7/4(Pt)/2014-15 dated 23.02.2015.

Estimated value of the schedule for the period of Two years = Rs.26,47,536 /-
(Rupees twenty six lacs fourty seven thousand five hundred thirty six only.)

The bidder shall indicate his administrative Charges in % age above, on overall cost (Rs. As per SCHEDULE OF QUANTITIES), both in Figures and Words in para below.

In Figures Above
In Words Above

Note: –

- (i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below inclusive of PF and ESI and other applicable statutory obligations.
- (ii) The Bidder/tenderer quoting the rates for individual items will be disqualified.
- (iii) The Bidder/tendered is required to quote the administrative charges rate.
- (iv) In case of discrepancy, administrative charges rate quoted in words shall prevail.
- (v) Salary mentioned in SCHEDULE OF QUANTITIES is maximum salary to be paid to manpower of different categories. (Inclusive of PF and ESI).
- (vi) DFCCIL reserved the right to operate additional posts if any of the schedule item as & when required within variation limit.
- (vii) DFCCIL reserved the right to scrap any post mentioned in the schedule of quantity as & when required without any financial burden on either side.
- (viii) GST as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.
- (ix) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
- (x) Besides the categories mentioned above, DFCCIL may ask the Manpower Service Provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission. The bidder must quote their commission in terms of percentage on SCHEDULE OF QUANTITIES in the Financial Bid. This percentage shall be applicable on each item of the schedule uniformly.
- (xi) The sanction of staffs in above-mentioned categories is being accorded by competent authority in DFCCIL. The nos. of staffs indicated in "Schedule of Quantities" is indicative and their deployment is subject to the sanction of competent authority in DFCCIL. The numbers of staffs in different categories, as mentioned in the **SCHEDULE OF QUANTITIES**, shall be deployed as per the requirement of DFCCIL.
- (xii) The manpower Service Provider on award of work shall submit the break up of monthly CTC in various components including statutory provisions. The Manpower service provider shall submit proof of payments to employees and statutory authorities on a quarterly/yearly basis. In case of default in payment of statutory provisions by the Manpower service Provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Manpower Service Provider or the Manpower Service Provider shall reimburse the same to DFCCIL. Any savings in CTC made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.

- (xiii) The Numbers of staff required shown above is purely tentative and the same may increase/decrease as per actual requirement of DFCCIL.
- (xiv) The Gross Pay (Maximum) shown above are indicative only. Actual Gross Pay to be paid to deployed staff would be decided by DFCCIL based on competency of staff (subject to Maximum Amount given in Financial Bid). Commission/Service Charge as accepted by DFCCIL would be payable on the Gross Pay.
- (xv) Besides the categories mentioned above, DFCCIL may ask the Manpower Servicer Provider to provide other categories of staff also, on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement, and the services will be provided at the accepted percentage commission of this tender.
- (xvi) **Working hours** - The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.

7.1 LEAVE AND TRAVELLING ALLOWANCE

1. **Leave** - One day's Casual paid leave for every month during the calendar year would be permitted. Un-availed leave will lapse on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be the sole prerogative of DFCCIL).

Privilege Leave - On completion of 04 months of continuous employment from commissioning of contract and subsequent every 04 months, five (05) days paid privilege leave will be admissible which shall lapse on completion of full one year from the commissioning of contract and if a situation arises that the completion date of one year falls at the end of 04th month then one month extra shall be given before lapsing the accumulated privilege leave and cannot be encashed (The sanctioning of the leave will be the sole prerogative of DFCCIL).

2. TA/DA :-

a) TA/DA Entitlements :-

i) For Legal Consultant - The TA/DA will be equivalent to Assistant Project Manager level of DFCCIL.

ii) For other outsourced Land Acquisition staffs - Actual Fare of the Bus/Train (Sleeper-Class) shall be reimbursed for local as well as outstation travel, subject to the production of tickets. If it is not possible to produce bus ticket/train ticket, then re-imburement of the claim shall be decided by DFCCIL. In addition to the Bus/Train Fare, actual fare of unreserved auto-rickshaw/bus/local-trains charges shall also be payable for out station duty (between nearest Railway Station/Bus Stand/auto stand to work place/Office). In case of carrying heavy luggage/baggage, actual fare for reserved auto-rickshaw will be re-imbursed subject to approval of DFCCIL. However, it will remain within the competency of CPM to sanction travelling allowance with the limit as applicable in DFCCIL in special circumstances.

iii) Daily Allowance- DA shall be admissible at the rate of Rs.125/day to Attendant/Field Man and Rs.190/day to other Staffs. Daily Allowance may be drawn for broken period of a "Day" i.e. 30% for absence from HQ for less than 6 hrs and 70% for absence from HQ for 6 hrs and more but less than 12 hrs duration and 100% for absence for above 12 hrs duration.

iv) Night stay Charges- Night halt/stay at outstation duty will be paid at the rate of Rs.100/150 to Attendant/other staffs per Night respectively w.r.t approval of DFCCIL.

b) Procedure of payment of TA/DA to staffs:-

i) The movement of staffs will be monitored by DLAO/ADM/DFCCIL officials and accordingly the staffs will put their TA/DA claims to DFCCIL strictly on monthly/bi-monthly basis for verification. The approval of such verified TA/DA claims will be communicated to the Man-power Service-Provider. Manpower Service-Provider will disburse the amount of claims to respective staffs and after disbursement of the same Manpower Service Provider will submit a separate invoice to DFCCIL against proof of disbursement of TA/DA for reimbursement by DFCCIL. It is clarified that no administrative charges/Agency's commission will be payable to the Manpower Service-Provider on this invoice.



**Performa for Experience Certificate . {on the letter head of the
issuing department}**

M/s.....
has provided housekeeping/manpower services to this department/
Organization .

The details are as under : -

1. Name of work/ service :
2. Agreement/contract number :
3. Nature of service provided :
4. Date of start of service/work :
5. Date of completion of service/ work as per contract :
6. Actual date of completion of work/service :
7. Total value of work/service during the contract period (if completed) :
8. In case of ongoing work/service, please indicate the payment made to the contractor for

F.Y. 2015-16, 2016-17, 2017-18, Current FY.

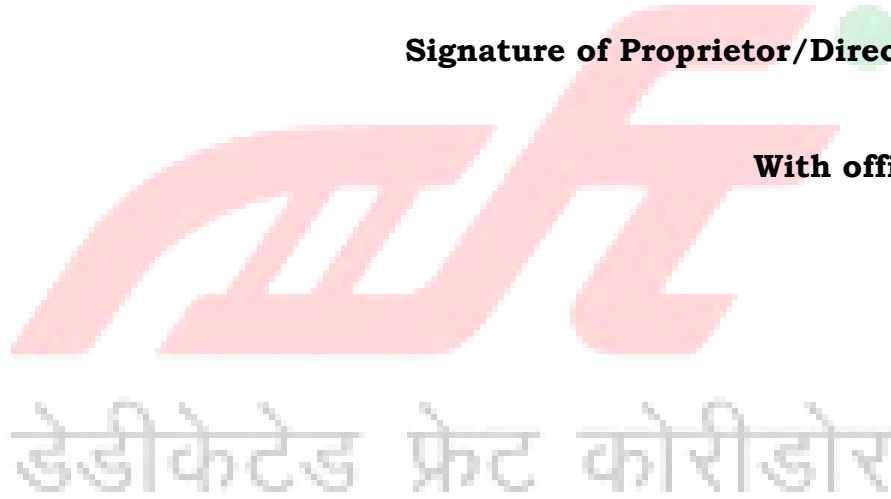
(Name & signature of the officer with seal of the department and phone no.) .

Performa for Affidavit .{on the letterhead of the bidder}

I,_____Proprietor/Director/Partner of the firm
M/s_____do hereby solemnly affirm that the firm
M/s_____ has never been black listed/debarred by any
organization/office and there has not been any work cancelled against them for
poor performance in the last three years reckoned from the date of invitation of
Tender .

Signature of Proprietor/Director/Partner

With official stamp .



CHECK LIST OF DOCUMENTS .

Annexure – III

1. Check List for Documents to be submitted

| SN | Documents to be Attached | Tick appropriate option |
|-----------|--|--------------------------------|
| 1 | Bid Security (Earnest Money Deposit) of requisite amount in the prescribed form as mentioned in NIT | Yes/No |
| 2 | Tender document cost of requisite amount as mentioned in NIT | Yes/No |
| 3 | The Covering Letter as per format given. | Yes/No |
| 4 | (i) Details of completed works in last 3 years and current financial year in the form prescribed in Annexure-V (ii) The relevant documents and certificates from the client. | Yes/No |
| 5 | Power of Attorney of the person signing the tender documents in original if specific to this work or photocopy of the General Power of Attorney of the Company in favour of the person signing the tender, duly attested by Notary Public. | Yes/No |
| 6 | Complete Tender document duly stamped and signed by the Tenderer on each page | Yes/No |
| 7 | Schedule of Items, Rates & Quantities Duly filled in, stamped and signed on each page by the Tenderer. | Yes/No |
| 8 | Annual turnover of the company/firm for the last three financial years and current financial year with supporting documents Annexure VI | Yes/No |
| 9 | Certified Copy of GST/Works Contract Tax Registration Certificate (as applicable) | Yes/No |
| 10 | Certified Copy of Registration of Company, Partnership deed /Memorandum and Articles of Association of the firm. | Yes/No |
| 11 | Constitution of the firm in the form prescribed in Annexure -VII | Yes/No |

BIDDER 'S GENERAL INFORMATION

Annexure – IV

- 1.1 Bidder s Name_____
- 1.2 Number of years in operation_____
- 1.3 Registered Address_____
- _____
- _____
- 1.4 Operation address if different from above _____
- _____
- _____
- 1.5 Telephone Number_____
- (Country) (Code) (Area Code) (Telephone Number)
- 1.6 E-mail address & web site_____
- 1.7 Telefax Number_____
- (Country) (Code) (Area Code) (Telephone Number)
- 1.8 ISO certification, if any (if yes, please furnish details)
- 1.9 PF/EPF Registration No:
- 1.10 GST No.
- 1.11 Pan No.
- 1.12 Bank A/C No with Bank code for electronic clearance of the payment:

(Seal & Signature of Bidder)

**STATEMENT OF WORKS COMPLETED BY THE CONTRACTOR DURING
LAST THREE FINANCIAL YEARS & CURRENT FINANCIAL YEAR**

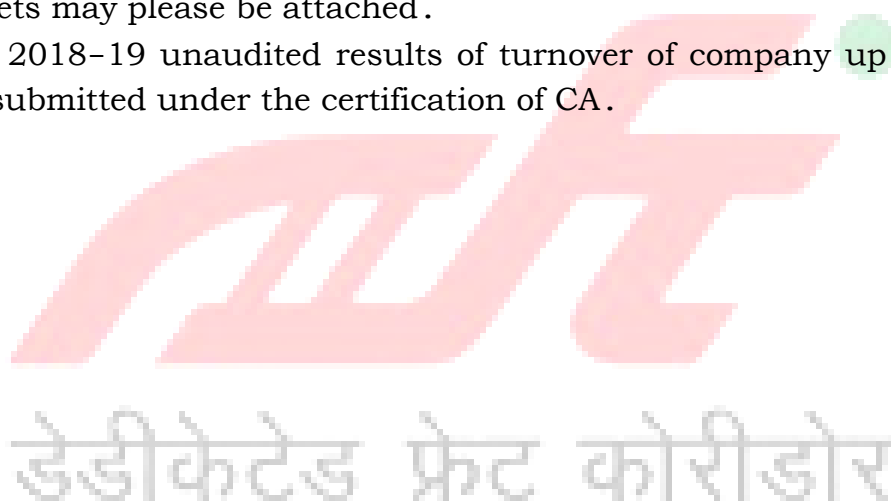
| SN | Name and Place of Work | Authority/Agency/Company for which work was carried out | Date of award & agreement no | Date of Completion (original/actual) | Agreement cost/Completion Cost | Scope work in brief | S. No. at which relevant certificate/document |
|----|------------------------|---|------------------------------|--------------------------------------|--------------------------------|---------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Note: The relevant documents & certificates from clients must be enclosed.

**DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE
FINANCIAL YEARS & CURRENT FINANCIAL YEAR**

| S.No. | Financial Year | Total Turnover |
|--------------|-----------------------|-----------------------|
| 1 | 2015-16 | |
| 2 | 2016-17 | |
| 3 | 2017-18 | |
| 4 | 2018-19 (up to date) | |
| | Total | |

- For FY 2015-16, 2016-17 & 2017-2018 copies of the audited balance sheets may please be attached.
- For 2018-19 unaudited results of turnover of company up to date may be submitted under the certification of CA.



CONSTITUTION OF THE FIRM/ COMPANY

1. Full name of contractor' s firm and year of establishment :
2. Registered Head Office address :
3. Branch offices in India :
Address on which correspondence regarding this tender should be done .
4. Constitution of firm (give full details including name of partners/ executives/ Power of Attorney/ Holders etc .
5. Particulars of registrations with Government



FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp Paper to be in the name of Executing Bank)

From:

.....

Name and address of bank

.....

To:

The Managing Director

Dedicated Freight Corridor Corporation of India Ltd.

5th Floor Pragati Maidan Metro Station Building Complex

New Delhi- 110001

WHEREAS, Dedicated Freight Corridor Corporation of India Ltd. hereinafter called "the Employer" acting through (insert designation and address of the Employers' Representative)..... has accepted the tender for.....(name of the work)vide Letter of Acceptance No.....dated.....to M/s.....(Name of the contractor).....(Name of members of the consortium)hereinafter called the „Contractor’ .

AND

WHEREAS the Contractor is required to furnish a 'Performance Security' in the form of Bank Guarantee for the sum of Rs..... in amount..... (Rupees..... in words.....) which is a condition precedent to the signing of the Contract Agreement.

AND

Whereas.....(Name of the bank).....with is branch at(address).....having our Head Office at.....(address including name of country).....hereinafter called " the Bank" acting through.....have, at request of the Contractor, agreed to give the guarantee as hereinafter contained: KNOW ALL MEN by these presents that we the undersigned.....Names of authorized representatives of the Bank).....being fully authorized to sign and incur obligations for and on behalf of(full name of the Bank).....that the said Bank will guarantee the Dedicated Freight Corridor Corporation of India Ltd. the full amount in the sum of Rs.....(amount in words)..... as stated above.

After the Contractor has signed the aforementioned Contract Agreement with the DFCC, the Bank undertakes to immediately pay to Dedicated Freight Corridor Corporation of India Ltd., any amount up to and inclusive of

aforementioned full amount upon written order from DFCC without any demur, reservation or recourse;

The Bank shall pay the amount so demanded without any reference to the Contractor and without the DFCC being required to show grounds or give reasons for its demand or the amount demanded.

The Guarantee hereinbefore shall not be affected by any change in the constitution of our Bank or in the constitution of the Contractor.

We agree that no change, addition to or other modifications to the terms of the Contract Agreement or to any documents which have or may be made between DFCC and the Contractor will in any way release us from any liability under this guarantee and we waive any requirement for notice of any such change, addition or modification.

This guarantee is valid and effective from its date. This guarantee and our obligations under it will terminate on (the issue of) the..... day of.....And any demand for payment under it must be received at this office on or before that date.

We agree that our obligation to pay any demand made by DFCC before the termination of this guarantee will continue until the amount demanded has been paid in full.

Date.....

Signature of Authorized person of bank

Place.....

.....

(Name in Block letters)

(Designation)

(Address.....)

Witness:

1. Signature Bank's Seal

Name & Address & Seal Authorization

2. Signature

Name & Address & Seal

**FORM OF AGREEMENT
TO BE EXECUTED ON A RS. 100/- NON-JUDICIAL STAMP PAPER**

Name of the work:

This Agreement is made on the _____ day of _____ 2017 between DFCC hereinafter called "the Employer" of the one part and M/s _____ hereinafter called "the contractor" of the other part.

Whereas the Employer is desirous that as Detailed in Section 2.0 - Scope of work "herein after called the "them Works" and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- a. **TENDER NO:** comprising of Notice Inviting Tender, Instructions to Tenderers, Scope of work, Technical specifications, Special Conditions of Contract and Bill of Quantities.
- b. Your offer through E-Tendering opened on _____ against tender notice no. _____
- c. Our Letter of acceptance No. _____

In consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works by _____ and remedy any defects therein in conformity in all respects with the provisions of the contract. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract price of Rs. _____

being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common Seals to be hereunto affixed /(or have hereunto set their respective hands and seals) the day and year first above written.

| | |
|---|---|
| For and on behalf of Contractor Name of the official Stamp/Seal of the contractor | For and on behalf of DFCCIL Name of the official Stamp/Seal of the Employer |
| In the presence of Witness Name Address | In the presence of Witness Name Address |
| | |



No Claim Certificate

1. I/We Was/Were awarded the work namely

2. The work has been completed and jointly measured and full payment has been made to me/us in terms of the measurement so recorded and in accordance with provisions of work order/agreement.
3. I/We have no other claim against M/s Dedicated Freight Corridor Corporation of India Ltd.
4. I/We have made payments to the labourers & sub contractors strictly as per labour laws and other rules/laws of land in force. M/s DFCC shall not be responsible for any dispute arisen between me/us with labourers & sub contractors later on.
5. I/We hereby undertake and reiterate that I/We have given this No Claim Certificate with free consent and without any coercion as such M/s DFCCIL stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,
Yours Faithfully

(Signature)

Witness:

Name of the Contractor

1. Name

Full address with date

2. Name

Full address with date

Note: In case any contractor is not willing to sign this no claim certificate before passing The final bill, then the matter may please be referred to Employer giving comments/reason as to why the contractor is not willing to sign the said no claim certificate. The final bill should only be passed after further instructions from employer.

Real Time Gross Saving (RTGS) /National Electronic Fund Transfer (NEFT)

(Model Mandate Form)

(Investor/customer' s option to receive payments through RTGS/NEFT)

1. Investor/customer' s name

2. Particular' s of Bank Account:

A) Name of the Bank:

B) Name of the Branch.

Address

Telephone no.

C) RTGS/NEFT IFS Code.

D) Type of the account (S.B. / Current or Cash Credit) with code.

E) Ledger and Ledger folio number.

F) Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Investor/ Customer

Date

Certified that he particulars furnished above are correct as per our records.

Bank' s Stamp

Signature of Bank Authority

(With seal)

Signature of the tenderer/s

Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders.
3. The Partnership Firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian partnership Act.
4. Separate identity/name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. Once the tender has been submitted, the constitution of firm shall not be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims whatsoever. Any change in the constitution of Partnership Firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraw from the firm after opening of the tender and before award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credential shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under General Condition of Contract.

- 6.** A Partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 7.** The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of Partnership Firm. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 8.** One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney" specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to Arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized /registered and submitted along with tender.
- 9.** A notary certified copy of registered or notarized partnership deed shall be submitted along with the tender
- 10.** On award of the contract to the partnership firm, a single Performance Guarantee shall be submitted by the firm as per tender conditions. The entire guarantee like Performance guarantee, guarantee for Mobilization advance, Plant and Machineries advance shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 11.** On issue of LOA, contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner
- 12.** In case, the contract is awarded to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit before signing of contract agreement :-
 - a)** Joint and several liabilities:-The Partners of the firm to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b)** Duration of the partnership deed and partnership firm agreement:-
The partnership deed/partnership firm agreement shall normally not be

modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of contract liable for determination of contract under General Conditions of Contract.

- c) Governing Laws: - The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.
- d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the DFCCIL in respect of the tender/contract.

13. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender. -

- a) A copy of registered/notarized partnership deed duly authenticated by Notary.
- b) Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partners (s) or any other person (s) as detailed in para (8) above.
- c) An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by DFCCIL or any other Ministry/Department of the Govt. of India/any State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any Firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under General Conditions of Contract.

14. Evaluation of eligibility of a partnership firm Technical and Financial eligibility of the firm shall be adjusted based on satisfactory fulfilment of the following conditions: -

- i) **Technical eligibility criteria:** - The tenderer should satisfy either of the following criteria: -

- a) The partnership firm shall satisfy the full requirement of technical eligibility criteria in its own name and style;

OR

- b) In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of a firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria on the basis of

his/her proportionate share in that proprietorship/partnership firm reduced further by his/her percentage share in the tendering firm .

ii) Financial eligibility criteria: The tenderer shall satisfy either of the following criteria :-

a) The partnership firm shall satisfy the full requirements of the financial eligibility criteria in its own name and style .

OR

b) In case the partnership firm does not full fill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/contract in the past either as sole proprietor or as partner in different firms, then the arithmetic sum of the contractual payments received by all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, tendering firm shall satisfy the full requirements of the financial eligibility criteria .



(END OF DOCUMENTS)

----- * * * -----

डेडीकेटेड फ्रेट कोरीडोर