

CPM AJMER UNIT

TENDER DOCUMENT

Name of Work:

Engagement of Manpower services Provider for Outsourcing of services of Computer Operators and Office attendants & Retd. Revenue Inspectors in connection with Land acquisition for DFCCIL, Ajmer for various offices of SLAOs.

OPEN TENDER

(Tender No. All/AD/Outsource-LA/2014/04)

NOT TRANSFERABLE

Dedicated Freight Corridor Corporation of India Ltd.
42A/3, Civil Lines, AJMER

Dedicated Freight Corridor Corporation of India Ltd
42A/3, Civil Lines, Ajmer

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Dedicated Freight Corridor Corporation of India Ltd.,
(A Government Of India Undertaking)
42-A/23, Civil Lines, Ajmer – 305001

NOTICE FOR INVITING BIDS

Tender No.	All/AD/Outsource-LA/2014/04
Name of Work	Engagement of Manpower services Provider for Outsourcing of services of Computer Operators and Office attendants & Retd. Revenue Inspectors in connection with Land acquisition for DFCCIL, Ajmer for various offices of SLAOs.
Estimated Cost of Work	Rs. 2341200/-
Completion Period	12 Months
Type of BID	Open Tender
Bid Document Cost	Rs. 3000/-
Earnest Money	Rs. 46830/-
Date & Time to start of Sale of Bid Document	From 10.00hrs on 18.08.2014 and on all working days between 10.00 hrs to 17.00 hrs.
Date & Time for Closure of Sale of Bid Document	Up to 12.00 hrs on 18.09.2014
Date and time of submission of filled tender document	Up to 15:00 Hrs on 18.09.2014
Date and time of Opening of tender	15:30 Hrs of 18.09.2014
Authority and place for submission of completed tender Document	Dedicated Freight Corridor Corporation of India Ltd., Ajmer. Fax No. 0145-263036 E-mail: dfccil.ajmer@hotmail.com
Address for Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 42A/3, Civil lines , Ajmer , PIN-305001 Fax No. 0145-2630360, E-mail: dfccil.ajmer@hotmail.com

Eligibility Criteria: Not applicable

Tender form can be purchased from the office of CPM/Ajmer at 42A/3, Civil Lines, Ajmer (Rajasthan) on any working day on **or after 18.08.2014 and up to 18.09.2014 (12.00 Hrs)** on payment (not refundable) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of Chief Project Manager, DFCCIL, Ajmer, payable at Ajmer. The tender document can be downloaded from the website www.dfccil.org.

The tender document can also be sent by post to such applicants, whose request reaches this office latest by 11.09.2014 accompanied with fee of Rs. 3500/-(Three Thousand Five Hundred Only) through a separate Demand Draft drawn on any nationalized/ scheduled bank favouring DFCCIL payable at Ajmer. For any postal delay, DFCCIL shall not be responsible

CPM/Ajmer

**Dedicated Freight Corridor Corporation of India Ltd
42A/3, Civil Lines, Ajmer**

Section I

Dear Sir,

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

- 1.0 Chief Project Manager, DFCCIL, 42A/3, Civil Lines, Ajmer for and on behalf of DFCCIL invites sealed open tenders from tenderers for undertaking the following work:

Tender No.	Name of work
All/AD/Outsource- LA/2014/04	Engagement of Manpower services Provider for Outsourcing of services of Computer Operators and Office attendants & Retd. Revenue Inspectors in connection with Land acquisition for DFCCIL, Ajmer for various offices of SLAOs.

2.0 DETAILS OF TENDER DOCUMENTS

2.1 Tender Documents: The interested Tenderers may collect the tender documents from the address given below between 10.00 hrs and 17.00 hrs on any working day on or after 18.08.2014 & up to 18.09.2014 and bet. 10.00 hrs to 12.00 hrs on 18.09.2014 on payment of Rs 3,000/- in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of DFCCIL, payable at Ajmer.

Tender Documents can be downloaded from www.dfccil.org. All such tender documents must accompany with the cost of tender forms amounting to Rs.3,000/- payable in the form described above.

2.2 Tenders must be accompanied by Bid Security (Earnest Money Deposit) of Rs.46830/- (Rs. Forty six thousand Eight hundred thirty only) in the form of Bankers cheque/ Demand drafts/ FDR from Nationalised/Indian scheduled commercial banks drawn in favour of DFCCIL payable at Ajmer. Tenders received without Bid Security (Earnest Money) shall be summarily rejected.

2.3 Date of Receipt and opening of Tenders: The completed Tenders addressed to CPM/DFCCIL/AJMER and superscribed the name of work must be delivered in the tender box at the address given below up to & not later than 15.00 hrs on 18.09.2014 and the same shall be opened at 15.30 hrs on the same day in the presence of Tenderers who choose to remain present. 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, DFCCIL, 42A/3, Civil Lines, Ajmer, **Telephone No. 0145-2630360 a n d e - m a i l** dfccil.ajmer@hotmail.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

The total time for completion of work shall be **12 months** from the date of issue of Letter of Acceptance by DFCCIL. Time is the essence of the Contract.

4.0 General

4.1 Tender document is non-transferable. Tenders received from Tenderers in whose name Tender Document has been issued from DFCCIL shall only be considered. Tender Documents can be downloaded from internet also.

4.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post.

4.3 The offer should be **valid for 120 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).

4.4 The following mandatory documents required for Manpower Service Provider:

- (i) The Tenderer should have EPF Code, ESI Registration No., PAN, Service Tax Registration and Registration under the applicable labour laws and should submit the copy of the same.
- (ii) 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.
- (iii) Tenderer should submit requisite paper from agency which had deployed firm and certificate of satisfactory completion of work.
- (iv) 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.
- (v) Audited financial statement for last three years should be submitted along with the bid document (FY 2011-12, FY 2012-13 FY 2013-14, FY2014-15 upto tender opening date)

4.4 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.”

CPM/ DFCCIL/Ajmer

Dedicated Freight Corridor Corporation of India Ltd.
Section II

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

Chief Project Manager, DFCCIL,
42A/3, Civil Lines, Ajmer

Sub: - Engagement of Manpower services Provider for Outsourcing of services of Computer Operators and Office attendants & Retd. Revenue Inspectors in connection with Land acquisition for DFCCIL, Ajmer for various offices of SLAOs.

Ref: Tender Notice No. AII/AD/Outsource-LA/2014/04 Dt. .08.2014
I /We..... have read the
Various conditions of tender attached hereto and hereby agree to adhere by the said conditions. I also agree to keep this tender open for acceptance for a period of **120 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 "Bid Security(Earnest Money Deposit)". I/We offer to do the work as set out in the Tender Document. I/We also agree to tender by the General Conditions of the Contract and to carry out the work according to the specification and Special Conditions of contract as laid down by the DFCC Administration for the execution of present contract.

2. A sum of Rs. **46830/-** is being submitted as **Bid Security (Earnest Money Deposit)** in the form of Bankers cheque/ Demand drafts/ FDR from Nationalised/Indian scheduled commercial banks dated.....issued by.....(Name & Branch of Bank). The value of the Bid Security (Earnest Money) shall stand forfeited without prejudice to any other rights or remedies if:
 - i) I/We do not execute the contract agreement within 7 (seven) days of 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 Bank Guarantee equal to 5(Five)% of contract value as per the Performa prescribed by DFCC, within 15 days of issue of Letter of Acceptance.
 - iii) I/We do not commence the work within 7 days after receipt of Letter to proceed.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness
Name & Address of Witness

Signature of Tenderer/Contractor
Contractor's Address

1. Particulars of Tenderers/Bidders: To be given by filling following Format.

SN	Particulars	Details			
1	Name of agency (Manpower service provider)				
2	Address with Telephone and fax no.				
3	Status of applicant (individual/ proprietorship firm/ partnership firm/ private limited/ society/ autonomous bodies) attach documentary evidence				
4	Types of he services provided (Experience certificates to be enclosed)				
5	Manpower details (permanent and contract) of last three years indication no. of man month services provided in India year wise	Name of Client	No. of Manpower month (Year wise)		
			2011-12	2012-13	2013-14
		Various			
6	Annual turnover of last three financial years (audited financial statement to be enclosed with documentary evidence)	2011-12	2012-13	2013-14	2014-15
7	EPF Establishment Registration No. (attach documentary evidence)				
8	ESI Establishment Registration No. (attach documentary evidence)				
9	PAN No. (attach documentary evidence)				
10	Service Tax 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 turnover in numbers (last three years)				
13	Attach satisfactory performance report from existing clients from Govt./PSU/reputed organization				
14	Executive Summary about the agency				

2. 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	Yes/No
2.	Tender document cost of requisite amount in the Prescribed form, in the case of Tender Document downloaded from web site.	Yes/No
3.	The Covering Letter as per format given in the Section II(i).	Yes/No
4.	(i) Details of completed works in last 3 years and current financial year in the form prescribed in Annexure – I (ii) The relevant documents and certificates from the client.	Yes/No 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 including corrigendum duly stamped and signed by the Tenderer on each page	Yes/No
7.	Schedule of Items, Rates & Quantities (Sec- VII) 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 II	Yes/No
9.	Certified Copy of Sales Tax/Works Contact 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 –III	Yes/No

Dedicated Freight Corridor Corporation of India Ltd.
Section III
General Instructions to Tenderers

1	INTRODUCTION
	Definitions
a	Client means Dedicated Freight Corridor Corporation of India Limited.
b	Consultant / contractor / Bidder means any entity or person that may provide or provides the Services to the Client under the Contract.
c	Contract means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
d	Data Sheet means such part of the instructions to Consultants used to reflect specific assignment conditions.
e	Day means calendar day.
f	Government means the Government of India.
g	Instructions to Consultants (Section 2 of the RFP) means the document which provides the interested consultants with all information needed to prepare their Proposals.
h	Personnel means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; Local Personnel means such professionals and support staff who at the time of being so provided had their domicile inside the Government s country.
i	Proposal means the Technical and Financial Proposal.
j	RFP means the Request For Proposal prepared by the Client for the selection of Consultants.
k	Services mean the work to be performed by the Consultant / contractor pursuant to the Contract.
l	Sub-Consultant means any person or entity with whom the Consultant / contractor subcontracts any part of the Services.
m	Terms of Reference (TOR) means the document included I the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
1.1	The Consultants/ contractor should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the project site before submitting the Proposal.
1.2	The Client will provide the inputs specified in the Datasheet and make available

	relevant project and data reports at no cost to Consultant.
1.3	Consultants shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
1.4	The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
1.5	A consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
1.6	It is the DFCC s policy that the Consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC :
a-	Defines, for the purpose of this paragraph, the terms set forth below as follows :
i	corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
ii	fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
iii	Collusive practices means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;
iv	Coercive practices means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
b-	will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
c-	will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
1.7	Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
2.0	Security deposit :- The security deposit will be equal to 5% of the value of the contract. The earnest

	money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of 5% from each of the running bill of the Bidder till the realization of full amount of security deposit as per contract.
3.0	Preparation of proposal
3.1	A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.
3.2	The proposal should include a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is awarded the contract.
3.3	Consultants/contractor are requested to submit a proposal in ENGLISH language in one part in one single envelope/paceket.
3.4	In preparing the Proposal, Consultants are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Consultant and will result in rejection of the proposal submitted by the Consultant.
3.5	While preparing the proposal, Consultants must give particular attention to the following :
i)	Bid Security (i.e. Earnest Money) :- Bids must be accompanied by a Bid Security of requisite amount as detailed in IFB in the form of crossed Demand Draft / Fixed Deposit Receipt / Bankers Cheque issued by any Nationalized /Scheduled Bank payable at Ajmer in favour of Dedicated Freight Corridor Corporation of India Ltd., and shall be valid for a period as specified in IFB. Bids received without valid earnest money shall be summarily rejected.
ii)	Bidding firm shall have to give an affidavit that in last three years to be reckoned from date 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 tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.
3.6	Non submission of an requisite paper will deprive bidder from eligibility. Generally there will be no clarification sought from bidding firms. However DFCCIL reserves the right to seek clarification if felt necessary. Firms are requested to submit all the documents in connection with eligibility.
3.7	Documents to be provided along with Tender: Proposal should essentially contained
(i)	Firm should submit requisite paper from agency which had deployed firm and certificate of satisfactory completion of work. Failing to produce such paper will summarily call for disqualification for the bidder.

(ii)	Bidding firm shall have to give an affidavit on non judicial Stamp paper of Rs. 20/- that in last three years to be reckoned from date 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 tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.
(iii)	The agencies should have EPF code, ESI registration no., PAN, Service Tax registration and registration under all the applicable labour laws and should submit copy of the same.
(iv)	The agency should submit minimum one satisfactory performance reports/completion certificate from Govt./Semi Govt./ Big Corporate Organization during the last three years as per para 1.2 of section 1, duly certified by concerned department.
(v)	Audited financial statement for last three years should be submitted along with the bid document (FY 2011-2012, FY 2012-2013, FY 2013-2014, FY 2014-2015 upto tender opening date.)
(vi)	Requisite papers showing payment certificate from the tenderer duly issued by the Officer of concerned Government.
(vii)	Forwarding letter given in the Bid document.
(viii)	Power of Attorney of authorized person who signed the tender document.
(ix)	A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company
(x)	The document duly signed on all pages.
(xi)	Earnest Money Deposit.
3.8	The proposal without complete information shall be declared non responsive and rejected.
3.10	In preparing the proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial proposal should follow Standard Forms (section 5)
3.11	No taxes in any other form shall be reimbursable.
4	SUBMISSION, RECEIPT AND OPENING OF PROPOSALS
4.1	The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except a necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
4.2	An authorized representative of the firm shall initials all pages of the Proposal. The representative s authorization original/notarized is confirmed by a written Power of Attorney accompanying the Proposal.
4.3	Bidders shall submit one Original proposal only. The envelope must be clearly marked DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC's

	REPRESENTATIVES
4.4	The sealed envelope shall clearly mark Tender no., Name of work, Date & time of opening of tender, Name & address of tenderer.
4.5	Bid must be submitted in a hard bound form with all pages numbered serially, along with an index of submission. Spiral bound form, loose form, etc. will be not accepted. All figures quoted should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, DFCC may reject the proposal. All figures quoted in the Bid should be covered with a transparent adhesive tape.
4.6	Your completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the section 1. Any proposal received after the closing time for submission of the proposals shall be returned unopened.
5	PROPOSAL EVALUATION
5.1	Bid will be assessed based on the information submitted by bidder. However, DFCC reserves the right to seek clarification from the bidders, if the evaluation committee considers it necessary for proper assessment of the proposal.
	Firms having found meeting all the eligibility criteria shall only be considered for financial offer. Lowest bidder shall be considered for award among those firms which have qualified eligibility criteria.
5.2	Lowest eligible bidder shall be awarded the work.
6	Engagement of Personnel Persons provided should possess requirement of job and have good behaviour and unblemished record and character.
7.0	Negotiations
7.1	The aim of negotiations is to reach agreement on all points, an initial a draft contract by the conclusion of negotiations.
7.2	Negotiations will be held at the date and address indicated subsequently through net/telephone. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
8	Award of Contract
8.1	The DFCC will issue a letter of award to the successful Bidder after the negotiations have been completed and all terms and conditions have been settled between client and the successful Bidder.
8.2	Within 7 days from the date of issue of the letter of award, the successful Bidder will be required to (i) execute the Contract Agreement for Services as per General Conditions of Contract for Services (section 3) and Special Conditions of Contract (section 4).
8.3	The successful Bidder with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.

9	Confidentiality
9.1	Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process.
	Section iv GENERAL CONDITIONS OF CONTRACT
	<p>GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents.</p> <p>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.</p>
1	<p>DEFINITIONS</p> <p>Unless excluded by or repugnant to the context :</p>
a	The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight Corridor Corporation of India Ltd.
b	The expression corporation as used in the tender paper means Dedicated Freight Corridor Corporation of India Ltd.
c	The expression Department as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd.
d	<p>The Contract shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications.</p> <p>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.</p>
e	The Contractor/ Bidder / consultant 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.
f	The Contract sum / Contract price shall mean the sum for which the tender is accepted.
g	The Contract time means period specified in the tender document for entire execution of contracted works from the date of notification of award.

h	A day shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
i	A month shall mean a calendar month.
j	A week shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
2.1	Performance Guarantee : The procedure for obtaining Performance Guarantee is outlined below:
(a)	The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and up to 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
(b)	The successful bidder shall submit the Performance Guarantee (PG) in the form of irrevocable bank guarantee from any Nationalised/Indian scheduled commercial Bank, amounting to 5% of the contract value in favour of DFCCIL. In case of Joint venture (JV), the Bank guarantee towards Performance security shall be provided by JV. Alternatively the Performance Guarantee may be submitted in the form of FDR in favour of DFCCIL payable at Ajmer.
(c)	The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
(d)	The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increased by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.”
(e)	The Performance Guarantee (PG) shall be released after physical completion of the work based on “Completion Certificate” issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period if specified and after passing the final bill based on “No

	Claim Certificate” from the contractor.
(f)	Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be en-cashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
(g)	The engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provision in the contract agreement) in the event of:
(i)	Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
(ii)	Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 10 working days of the service of notice to this effect by Engineer.
(iii)	The Contract being determined for rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
2.2	SECURITY DEPOSIT : The security deposit shall be returned to the agency without any interest when the agency ceases to be under any obligations under the work i.e. after completion of defect liability period i.e. after 120 days of the satisfactory completion of the work.
3	Terms and Conditions :
a	The manpower service provider shall, if and when so requested by DFCCIL, will provide the Placement services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience and the tentative number of outsourced person required is enclosed in Section-4.
b	It shall be the responsibility of the Manpower service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for Performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, It comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the service of such staff.

	Immediately and shall provide suitable replacement within 15 days time.
c	If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of hired Staff and the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 15 days time.
d	The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
e	The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL (Schedule-I, Annexure I) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
f	The engagement of Manpower Service Provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
g	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.
4	Payment Terms
a	The lump sum amount payable to DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure-I), besides the Administrative charges payable to the Manpower Service Provider and applicable service Tax. Payment shall be made through cheques only.
b	The Manpower Service Provider shall provide documentary evidence to the satisfaction of DFCCIL for submission of statutory payments towards PF, ESI etc. in account of outsourced employees with the appropriate authorities.
c	The consideration aforesaid will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days.
5	Obligation of the Manpower Service Provider
a	a) The Manpower Service Provider will, for the purpose aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DFCCIL.
b	The Manpower Service Provider would comply with the statutory requirements;

	rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
c	The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged/ employed by them including that of PF, ESI, Workmen s compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, The Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance.
d	No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
e	The Manpower Service Provider shall obtain appropriate license under the contract labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with al terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
f	The engagement of outsourced staff shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputes do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 15 days time.
g	The services of the outsourced person engaged are liable to be transferred anywhere from one department to another without any extra remuneration depending on exigencies of the work.
h	The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
i	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.
j	Working Hours of hired staff – The working hours for the hired staff shall be for 8 hours a day for 6 days a week. The timings for the same would be as specified by the office. However, these timings may be changed without any overall impact on the period of duty as per convenience or requirement of operation. The personnel would get a day off (generally Sunday) every week along with National Holidays. Working hours should be regulated so that there is no requirement of overtime. However, administration reserves right to call the personnel on National/ Gazetted holiday / Sunday. A compensatory off will be provided to the individual in the succeeding weeks in lieu of the same or proportionate additional payment will be made for attending office on Sundays/ National holidays, if compensatory off is not provided. One day leave is admissible to the staff so deployed in a month. The facilities including leave etc. are required under various legal provisions shall be so adjusted by the outsourcing agency that CTC does not increase.
k	All house-keeping staff should maintain Mobile phone. A deduction of Rs. 250/- per month will be made if a staff fails to maintain a Mobile phone.
l	Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
m	DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency/ contractor(s)/ service provider's account. The agency Contractor(s)/service provider's account. The agency /service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract. The agency /service provider / contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.
6	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.

7	<p>Force Majeure</p> <p>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.</p>
8	<p>Indemnity</p> <p>The Manpower Service Provider shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all 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.</p>
9	<p>Security for ensuring timely payment of remuneration/fee payable to outsourced persons.</p>
10	<p>The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced persons is paid on or before the 3rd day of the following month and a proof of payment shall be annexed to the monthly bill.</p>
	<p>Other terms and termination</p>
a	<p>Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of two years extendable further with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.</p>
b	<p>Not with standing anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.</p>
c	<p>Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.</p>
11	<p>Scope of Services</p> <p>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 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.</p>

12	<p>INCOME TAX</p> <p>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.</p>
13	<p>SERVICE TAX</p> <p>Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.</p>
14	<p>PERMITS, FEES, TAXES & ROALTIES</p> <p>Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. except service tax. The service tax will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.</p>
15	<p>STATUTORY INCREASE IN DUTIES, TAXES ETC</p> <p>All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc.</p> <p>Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.</p>
16	<p>SETTLEMENT OF DISPUTES</p> <p>All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under :</p>
16.1	<p>Mutual settlement</p> <p>All such disputes or differences shall in the first place be referred by the Manpower Service Provider to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.</p>
16.2	<p>Conciliation/Arbitration</p>
16.2.1	<p>It is a term of this contract that conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.</p>

16.2.2	If the Manpower Service Provider is not satisfied with the settlement by the Employer on any matter in question disputes or differences, the Manpower Service Provider may refer to the Managing Director of the Employer in writing to settle such disputes or differences through conciliation or Arbitration provided that the demand for conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
16.2.3	Managing Director of the Employer may himself act as Sole Conciliator / Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be, In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Manpower Service Provider. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Manpower Service Provider shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint sole Conciliator / Sole Arbitrator out of the names agreed by the Manpower Service Provider.
16.2.4	In case, the Manpower Service Provider opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Manpower Service Provider may refer to the Managing Director of the Employer for settlement of such disputes of differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
16.2.5	The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
16.2.6	The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
16.2.7	The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
16.2.8	The fees and other charges of he Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Manpower Service Provider.
16.3	Settlement through Court It is a term of this contract that the Manpower Service Provider shall not approach any Court of Law for settlement of such disputes or differences unless

	an attempt has first been made by the parties to settle such disputes or differences.
16.4	Exception For settlement of disputes with central PSUs, the procedure as per existing orders of permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.
16.5	Jurisdiction of Courts Jurisdiction of courts for dispute resolution shall be Ajmer only.
16.6	General Conditions of Contract of Railway (North Western Railway) will be applicable in this contract.

Dedicated Freight Corridor Corporation of India Ltd.

SECTION –V

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1	INTRODUCTION Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities.
2	Minimum Qualification and working Requirements :
A	Computer Operator
	Minimum education XII pass, conversant in operation of MS Office with Hindi & English both. Computer Operator who can take dictation shall be given preference. The names recommended by concerned CA & SDO / DFCCIL officials will be considered.
2.1	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.
2.2	Movement and maintenance of files, papers, drawings, within office & outside DFCCIL Office including Railway and other offices at Ajmer
2.3	Operation of various office equipments like photo copier, Fax, telephones, printer, EPABX etc.
2.4	Any other work assigned by SLAO (i.e. CA & SDO) / DFCCIL in connection with smooth functioning of the office.
B	Office Attendant
	Minimum Xth Class passed, Physically fit as per recommendation of CA & SDO / DFCCIL officials. The names recommended by concerned CA & SDO / DFCCIL will be considered.
2.5	Cleaning of rooms, dusting of furniture and equipments in the entire office building. Mopping of the floor of all rooms, corridors passages balconies etc with moist mopping cloth of every day.
2.6	Attending to office door bells.
2.7	Cleaning of all rooms, corridors area including front open area outside of main gate and disposal of rubbish collected everyday by cleaning the area as specified above. Required consumable such as phenyl, brooms, mops, dusters etc shall be provided by DFCCIL/ CA & SDO as per requirement.
2.8	Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL/CA & SDO), cleaning of utensils used in the pantry etc.
2.9	Arranging and serving the business lunch/dinner/high tea etc. in the office premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be borne by DFCCIL/CA & SDO.

2.10	Accompanying the DFCCIL officials/ CA & SDO at work site and assisting them in field related works as and when directed.
	To assist in field for various works like joint measurement survey, structure survey, tree survey, property survey and any other measurement etc as per the instruction of the officers.
2.11	Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials/ CA & SDO officials.
2.12	Delivering the dak/letters/papers and documents to various Government/ nongovernmental offices in Ajmer. For local movement, Bicycle will be provided by DFCCIL/ CA & SDO.
2.13	Any other work assigned by DFCCIL in connection with smooth functioning of the office.
2.14	Working hours and Attendance: - Working hours shall be as per the respective competent authorities working office hours. Attendance shall be verified the concern SDO & the officials of DFCCIL.
2.15	Place of Posting: Bali, Jaitaran, Mount Abu/Abu Road, Beawar, Pindwara, Pisangan, Ajmer, Sojat, Desuri, Masuda & Ajmer. However place of posting can also be changed at the discretion of DFCCIL.
2.16	RETIRED REVENUE INSPECTORS :
2.17	Revenue Inspectors should be retired from State Government.
2.18	Revenue Inspectors have to assist Competent Authority & SDOs and DFCCIL for land acquisition work.
2.19	Revenue Inspectors have to submit retirement certificate, copy of PPO& PAN No.
2.20	Engaged Revenue Inspectors should not have any other assignment of work during the contract with DFCCIL..
2.21	Any other work assigned by SLAO (i.e. CA & SDO and DFCCIL) in connection with land acquisition & smooth functioning of the office.
2.22	One day leave is permissible for each completion of month and same is to be availed in same month.
2.23	Working hours and attendance shall be as per the respective CA& SDO & attendance shall be verified by SDO/DFCCIL official.
2.24	Place of posting may be Bali, Jaitaran, Mount Abu, Beawar, Pindwara, Pisangan, Sojat Road, Desuri, Masuda & Ajmer. However the place of posting can also be changed as per the discretion of DFCCIL.
3	QUANTITY VARIATION Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +25% variations shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement
4	Rates
4.1	The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.

4.2	All statutory taxes (Except Service Tax) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
4.3	Services Tax, as admissible shall be paid extra on submission of proof of depositing the same to concerned Govt. Authority.
4.4	The quoted rates are exclusive of statutory contribution towards the EPF (Employer and Employees contribution) and ESI. The same shall be deposited by the contractor in favour of persons deployed (Minimum) statutory PF & ESI contribution will be re-imbursed on actual basis on production of documentary evidence.
4.5	Contractor shall ensure contribution of required statutory amount towards EPF (Employer & Employees contribution) and ESI for each person deployed and depositing the same in their respective account with appropriate authority and submit the proof thereof. In case, Contractor fails to produce the proof of the same on demand, DFCCIL Administration reserves the right to withhold the further payment till such proof is produced by the contractor. (Minimum) statutory PF & ESI contribution will be re-imbursed on actual basis on production of documentary evidence
4.6	For out station movements, the actual fare of the bus / train (sleeper class) shall be reimbursed and in addition to bus / train fare actual auto Rickshaw charges at the rate of Rs. 5/- per Km shall be paid for local/out station movement in connection with out station journey. Daily allowance may be drawn for broken period of a "Day" i.e. 30% for absence from HQ of less than 6 Hrs, 70% for absence from HQ of 6 hours and more but less than 12 hours and 100% for absence of 12 hours & above. A daily allowance of Rs. 175/- shall be paid per person. If there is night stay at out station. Rs. 350/-, Rs 250/- & Rs. 175/- shall be paid respectively for X, Y & Z city/area.
5	PAYMENT SCHEDULE
5.1	Payments will be made monthly by DFCCIL, as per the accepted rates terms and condition on submission of monthly bills by the agency.
5.2	On Account Payment
5.2.1	The Manpower Services Provider shall be entitled to be paid from time to time normally once in a calendar month, by way of On account bills.
5.2.2	The Manpower Services Provider shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets.
5.2.3	After preliminary scrutiny and certification by DFCCIL payment of the certified amount shall be made as soon as possible by DFCCIL. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Manpower Services Provider.
5.2.4	(Minimum) statutory PF & ESI contribution will be re-imbursed on actual basis on production of documentary evidence.
5.2.5	Payment should be made through RTGS/cheque only. The service provider should submit payment receipt of staff for last month (copy of cheque or draft) along with monthly bill without which bill will not be entertained.
5.2.6	In case, the agency/service provider/contractor(s) fails/fail to provide the proper service(s) during the currency of contract, necessary deduction from the bills shall

	be made as under. Against item mentioned in the schedule, one and a half time deduction shall be made per day on pro-rata basis in the event of any service not having been rendered.
5.2.7	Payment will be made as per actual manpower deployed in any particular month and no claims shall be admissible due to either reduction or increase in total quantity of any particular item either in a particular month or in total contract perio.

Date:

SIGNATURE OF THE TENDERER WITH RUBBER STAMP

**DEDICATED FREIGHT CORRIDOR CORPORATION
OF INDIA LTD.**

Section-VI

FINANCIAL OFFER

SCHEDULE OF ITEMS, RATES & QUANTITIES

FINANCIAL OFFER

SCHEDULE OF QUANTITIES (Schedule- I)

Annexure – 1

SN	Post	No. of Manpower	Unit	Rate Rs. (per man month)	Quantity (man month)	Amount Rs.
1	Office Assistant cum Computer Operator	8	Man month	8000	96	768000
2	Office Attendants / Field man	3	Man month	5700	36	205200
3	Retd. Revenue Inspectors	8	Man month	14250	96	1368000
	TOTAL				228	2341200

The bidder shall indicate his administrative Charges in % age above, on overall cost (Rs. As per schedule-I of Annexure-1), both in Figures and Words in para below

In Figures **Above**

In Words **Above**

Note: –

1. The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below.
2. The Bidder/tenderer quoting the rates for individual items will be disqualified.
3. The Bidder/tenderer is required to quote the rate in both words and figures.
4. In case of discrepancy, rate quoted in words shall prevail.
5. Salary mentioned in ANNEXURE-1 is minimum salary to be paid to manpower of different categories.

For & behalf of DFCCIL

Signature of Bidder
(seal & signature of Bidder)

Signature of tenderer

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DFCCIL/AJMER

BIDDER S GENERAL INFORMATION

Annexure – 2

- 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/EPE Registration No :**
- 1.10 Service Tax No.**
- 1.11 Pan No.**
- 1.12 Bank A/C No with Bank code for electronic clearance of the payment:**

(Seal & Signature of Bidder)

ANNEXURE- 3

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

SNo	Name and Place of Work	Authority/Agency/Company for which work was carried out	Date of award & agreement no
1	2	3	4

Date of Completion(original/actual)	Agreement cost/Completion cost	Scope of work in brief	S. No. at which relevant certificate/documents
5	6	7	8

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

ANNEXURE- 4

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

S.No.	Financial Year	Total Turnover
1	2010-11	
2	2011-12	
3	2012-13	
4	2013-14	
	Total	

- For 2010-11, 2011-12 & 2012-13 copies of the audited balance sheets may please be attached.
- For 2013-14 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

ANNEXURE-6

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.....
Place.....

Signature of Authorized person of bank
.....
(Name in Block letters)
(Designation)
(Address.....)

Witness:

1. Signature

Name & Address & Seal

Bank's 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 ----- 2013 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 your letter 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 the
Contractor
Name of the official
Stamp/Seal of the
contractor

For and on behalf of the
DFCCIL
Name of the official
Stamp/Seal of the
Employer

In the presence of

in the presence of

Witness

Witness

Name
Address

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 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 corosion as such M/s DFCC stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,

Yours Faithfully,

Witness:-

1. Name
Full address with
date

2. Name
Full address with
date

(Signature)
Name of the Contractor
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 (10/11/13).
 - 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 fulfillment 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 (defined in "Para 23 of General Instructions to Tenderers (Section-III)") 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 (defined in "Para 23 of General Instructions to Tenderers (Section-III)") 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 (as defined in "Para 23 of General Instructions to Tenderers (Section-III)") in its own name and style.

OR

b) In case the partnership firm does not fulfill 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 (as defined in Para 23 of General Instructions to Tenderers (Section-III)").

(END OF DOCUMENTS)