



CPM/DFCCIL/MUGHALSARAI UNIT

TENDER DOCUMENT

Name of Work:

Providing outsourced manpower services of 4 trolley man and 1 motor trolley driver **for permanent way work of** Dedicated Freight Corridor Corporation of India Limited **under CPM/DFCCIL/Mughalsarai unit.**

OPEN TENDER

(Tender No. DFCC/MGS/MANPOWER HIRING/03/2015) 02/2014)

NOT TRANSFERABLE

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

(A PSU Undertaking Ministry of Rail way)

Swarna Complex, 2nd Floor, Susuwahi, P.O.- Susuwahi
(Near Union Bank of India), Thana-Lanka, Varanasi-221011

Table of contents.

S. No.	Description	Page No.
1.	Section-1- Notice inviting Bids	3-6
2.	Section-2- Covering Letter	7-8
3.	Section- 3- Instructions to Bidders	9-13
4.	Section-4- General Terms & Conditions of contract	14-15
5.	Section-5- Essential qualification and Scope of services	16
6.	Section-6- Special Conditions of Contract	17-22
7.	Section-7- Financial Bid , Leave, TA	23-25
8.	Annexure-I- Format of Experience Certificate	26
9.	Annexure-II- Certificate of not having been blacklisted.	27
10.	Annex-III- Checklist of documents submitted with the Bid.	28
11.	Annexure-IV- Bidder's general information	29
12.	Annexure-V - Statement of works completed during last three financial years & current year	30
13.	Annexure-VI- Details of contractual payment received in last three years. Annexure-VII- Constitution of company	31
14.	Annexure-VIII- Form of performance security	32-33
15.	Annexure-IX- Form of Agreement	34
16.	Annexure-X- No Claim certificate	35
17.	Annexure-XI- Real time gross savings/NEFT	36
18.	Annexure-XII – Guidelines for Partnership Firm	37-39

SECTION-1

NOTICE FOR INVITING TENDER

SN	Tender No.	DFCC/MGS/MANPOWER HIRING/03/2015
1	Name of Work	Providing outsourced manpower services of 4 trolley man and 1 motor trolley driver for permanent way work of Dedicated Freight Corridor Corporation of India Limited under CPM/DFCCIL/Mughalsarai unit.
2	Estimated Cost of Work	Rs.2,56,602/-/-
3	Completion Period	06 (Six) months
4	Type of BID	Single Packet Open Tender
5	Earnest Money	Rs.5132/-(Rupees five thousands one hundred and thirty two only)
6	Date and Time of submission of Tender	Up to 15:00 Hours of 05.06.2015
7	Date and Time of opening of Tender	At 15:30 Hours of 05.06.2015
8	Authority and place	Office of Chief Project Manager, DFCCIL, Swarna Complex, 2nd floor, Susuwahi (Near Union Bank of India), P.O.- Susuwahi, Thana- Lanka, Varanasi-221011
9	Validity of Offer	90 Days from the date of opening of tender
10	Tender Fees and Website	The tender document can be obtained from the office of DFCCIL/Mughalsarai on all working days between 11.00 to 17.00 hr on or after 29-04-2015 & up to 04-06-2015 and upto 13.00 hrs on 05.06.2015 by paying Tender Fee of Rs. 1000/- (Rupees one thousand only) by way of DD/FDR/Bankers Cheque in favour DFCCIL payable at Varanasi. The Tender document can also be download from company website www.dfccil.org & www.dfccil.gov.in and the same will be accepted along with the tender fee of Rs. 1000/- through a separate Demand Draft drawn on any nationalized/scheduled bank favouring “DFCCIL payable at Varanasi”. Offers without cost of tender paper will liable to reject.

**Chief Project Manager
DFCCIL/Mughalsarai**

Dedicated Freight Corridor Corporation of India Ltd
Swarna complex, 2nd floor, Susuwahi (Near Union Bank of India)
P.O. - Susuwahi, Thana - Lanka, Varanasi – 221011

Dear Sir,

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

1.0 Chief Project Manager, DFCCIL, Swarna Complex, 2nd floor, Susuwahi (Near Union Bank of India), P.O.- Susuwahi, Thana- Lanka, Varanasi-221011 for and on behalf of DFCCIL invites sealed open tenders from tenderers for undertaking the following work:

Tender No.	Name of work
<u>DFCC/MGS/MANPOWER</u> <u>HIRING/03/2015</u>	Providing outsourced manpower services of 4 trolley man and 1 motor trolley driver for permanent way work of Dedicated Freight Corridor Corporation of India Limited under CPM/DFCCIL/Mughalsarai unit.

2.0 DETAILS OF TENDER DOCUMENTS

- 2.1** Tender Documents: The tender document can be obtained from the office of DFCCIL/Mughalsarai on all working days between 11.00 to 17.00 hr on or after 29-04-2015 & up to 04-06-2015 and upto 13.00 hrs on 05.06.2015 by paying Tender Fee of Rs. 1000/- (*Rupees one thousand only*) by way of DD/FDR/Bankers Cheque in favour DFCCIL payable at Varanasi. The Tender document can also be download from company website www.dfccil.org & www.dfccil.gov.in and the same will be accepted along with the tender fee of Rs.1000/- through a separate Demand Draft drawn on any nationalized/scheduled bank favouring “DFCCIL payable at Varanasi”. Offers without cost of tender paper will liable to reject.
- 2.2** Tenders must be accompanied by Bid Security (Earnest Money Deposit) of Rs.5132/-(Rupees five thousands one hundred and thirty two only) in the form of Bankers cheque/Demand drafts/ FDR from Nationalized/Indian scheduled commercial banks drawn 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: The completed Tenders addressed to CPM/DFCCIL/Mughalsarai 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 05-06-2015 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 extent policy.

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

“Chief Project Manager, DFCCIL, **Swarna Complex, 2nd floor, Susuwahi (Near Union Bank of India), P.O. 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 intent and shall be in force for an initial period of six month, extendable further for six month 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** 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 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).

4.4 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, FY 2014-15 upto tender opening date)

4.5 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.”



Dedicated Freight Corridor Corporation of India Ltd.

Section 2.

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

**Chief Project Manager, DFCCIL,
Swarna Complex, 2nd floor, Susuwahi (Near Union Bank of India),
P.O. - Susuwahi, Thana- Lanka, Varanasi-221011**

Sub: - Providing outsourced manpower services of 4 trolley man and 1 motor trolley driver **for permanent way work of** Dedicated Freight Corridor Corporation of India Limited **under CPM/DFCCIL/Mughalsarai unit.**

Ref: Tender Notic No. DFCC/MGS/MANPOWER HIRING/03/2015

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.

1. A sum of Rs.5132/-(Rupees five thousands one hundred and thirty two only) is being submitted as Earnest Money in the form of Demand Draft/Pay Order No.....dated.....issued by.....
(Name & Branch of the Bank). 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 issue 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 issue of letter of acceptance.

- iii) I/We do not commence the work within 15 days after receipt of Letter of Acceptance.
2. 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.
3. 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.
4. I/We certify that quoted rates are inclusive of all tax (except service tax), duties and/or any other statutory levies applicable on the services.
5. 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.....

Section 3.

INSTRUCTIONS TO BIDDERS

CPM, Mughalsarai, DFCCIL, for and on behalf of DFCCIL invites, bids under single packet system from the bidders for providing outsourced manpower services of 4 trolley man and 1 motor trolley driver **for permanent way work of** Dedicated Freight Corridor Corporation of India Limited **under CPM/DFCCIL/Mughalsarai unit.**

3.1 ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER:-

S.No.	Criteria	Documents required
i.	<p>(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.</p> <p style="text-align: center;">OR</p> <p>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.</p>	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, and copy of Income-Tax Return certified by Chartered Accountant for FY 2012-13, 2013-14, 2014-15. & current year
iii.	<p>a) The bidder should be registered for ESI, EPF, Service Tax, PAN number;</p> <p>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.</p> <p>c) The bidder should be registered under Contract Labour (Regulation and Abolition) Act'1970 and a valid labour licence under this Act.</p>	<p>Copy of Registration Certificate of ESI, EPF, service Tax, PAN No. to be enclosed.</p> <p>Performa of Affidavit is given in Annexure-II of the bid document.</p> <p>Copy of Registration Certificate under Contract Labour Act'1970 to be submitted.</p>

Note:- Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria

3.2 Details of the Bidder:

S. No.	Particulars	Details				
1	Name of the Agency (<i>Manpower Service Provider</i>)					
2	Address with telephone and Fax No. (<i>in Varanasi and other State of India along with head office/registered office</i>)					
3	Status of applicant (<i>individual/proprietorship firm/partnership firm/private limited/public limited/Society/autonomous bodies (attach documentary evidence)</i>)					
4	Types of services provided (<i>experience certificates to be enclosed</i>)					
5	Manpower Details (<i>permanent and contract</i>) of last three years indicating Number of man month services provided in India year-wise.	Name of client	No. of manpower months (year-wise)			
6	Annual Turnover of last three financial years (<i>audited financial statement of last three financial years to be enclosed</i>)	2012-13	2013-14	2014-15	Current Year	
7	EPF Establishment Code No. (<i>attach documentary evidence</i>)					
8	ESI Establishment Registration No. (<i>attach documentary evidence</i>)					
9	PAN (<i>attach documentary evidence</i>)					
10	Service Tax Registration No. (<i>attach documentary evidence</i>)					
11	Other Registration details under other applicable Labour Laws (<i>attach documentary evidence</i>)					
12	List of clients along with their placement turnover in numbers (<i>last 3 years</i>)					
13	Attach Satisfactory performance report from existing clients from Govt./PSUs/Reputed Organization					
14	Executive Summary about the agency					

3.3 COST OF TENDER DOCUMENT

Tender form can be purchased from Chief Project Manager, DFCCIL, **Swarna Complex, 2nd floor, Susuwahi (Near Union Bank of India), P.O. Susuwahi, Thana- Lanka, Varanasi-221011** on all working days from 11.00 hrs to 17.00 hrs on or after 29-04-2015 & up to 04-06-2015 and upto 13.00 hrs on 05.06.2015 on payment of Rs.1,000/- in the form of DD/FDR/Bankers Cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd.** payable at Varanasi issued by any Nationalized Bank of India or any Scheduled Bank. The Tender document can also be down loaded from the website. In case the Tender document is downloaded from the website, the Tender document fee of Rs.1,000/- in the form mentioned above must be submitted along with the offer. The tender offer without Tender document fee in case the document is downloaded from the web site will be summarily rejected.

3.4 EARNEST MONEY DEPOSIT (EMD)

The Tenderer must deposit **Earnest Money of Rs.5132/-** (Rupees five thousands one hundred and thirty two only) in the form of DD/FDR/Bankers Cheque issued by any Nationalized/Scheduled Bank drawn in favour of **“Dedicated Freight Corridor Corporation of India Ltd.”** payable at **Varanasi** along with the Tender document. A Tender offer unaccompanied with the Earnest Money of prescribed amount and in the prescribed form shall be summarily rejected. 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.

3.5 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.

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

3.7 SUBMISSION OF BIDS

The tender documents shall be submitted in one packet comprising tender document stamped and signed on all pages along with supporting documents as per requirement of Bid; Cost of Tender document and Earnest money;

The tender cover should state the following:-

- (a) Name of Work :
- (b) Tender notice No.:
- (c) Last date of submission of bids and date and time of bid opening:
- (d) Submitted to :- from Chief Project Manager, DFCCIL, **Swarna Complex, 2nd floor , Susuwahi (Near Union Bank of India), P.O. Susuwahi, Thana-Lanka, Varanasi-221011**

- 3.8. 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.
- 3.9. The completed Tender document must be dropped in the tender Box kept for the purpose at CPM/MGS office not later than the date & time mentioned in the **“Notice Inviting Bids”**. Any delay in the submission of Tender document due to postal delay or any other reason will be the responsibility of the tenderer. The Tender documents will be opened at 15.30 hrs on same day in the presence of representatives of the companies/firms, who choose to be present.
- 3.10. 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.
- 3.11. 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.
- 3.12. Late/Delayed tenders shall not be considered for evaluation.
- 3.13. No tender can be withdrawn after submission and during tender validity period.
- 3.14. 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.

- 3.15** DFCCIL will not be responsible for non supply/non receipt of tender form due to postage/courier delay.
- 3.16** 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.
- 3.17** DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.
- 3.18** Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.
- 3.19** The evaluation of the tenders will be made on the basis of fulfilment of Eligibility criteria mentioned in the bid document. However, DFCCIL reserves the right to seek clarification from the bidders, if the evaluation committee considers it necessary for proper assessment of the proposal. Lowest eligible bidder shall be awarded the work. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given the Tender document.



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 **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) Service tax 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 10th 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 six months extendable further for six months 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
ESSENTIAL QUALIFICATION AND MEDICAL STANDARD FOR
EACH CATEGORY OF STAFF

S. NO.	POST	ESSENTIAL QUALIFICATION/ EXPERIENCE/ MEDICAL STANDARD/AGE CRETERIA
1	Trolley Man	Should be qualified 10 th pass (Metric pass). The eye sight should be 6/9 with or without glasses. Power of lenses not to be exceed 2D. Candidates should not have head injuries. Candidates should not have contagious and infective disorders such as Pulmonary tuberculosis, Venereal infection, Trachoma and other infectious disease leprosy, skin diseases, Ozoena. Candidates should not suffer from epilepsy, Asthma Otorrhea. The age criteria is not deciding factor and the candidates should be fit for physical work.
2	Motor Trolley Driver	Should be qualified 10 th pass (Metric pass). The vision should be 6/9 with or without glasses. Power of lenses not to be exceed 2D. Candidates should not have head injuries. Candidates should not have contagious and infective disorders such as Pulmonary tuberculosis, Venereal infection, Trachoma and other infectious diseases i.e. leprosy, skin diseases, Ozoena. Candidates should not suffer from epilepsy, Asthma Otorrhea. The age criteria is not deciding factor and the candidates should be fit for physical work

5.1 Scope of duties of Motor Trolley Driver: He has to drive motor trolley powered by small diesel engine on Railway track (newly constructed DFCCIL track) in safe condition by remaining vigilant on approaches of level crossing and approach of signals. He should be so physically fit during emergency he can off track the motor trolley with the help of other 4(four) no of trolley man at suitable location on the cess of track. He should keep the motor trolley in good and running condition. He should be well familiar with maintenance aspects of small diesel engine used in motor trolley. He has to remain on duty for 12 hours with intermittent rest etc.

5.2 Scope of duties of trolley man: They have to push the trolley on Railway track as per requirement of P. way inspecting officials for 12 hours a day with intermittent rest. They have to assist P. way officials to take track parameter, with knowledge of safe running of trolley on track. They have to be so physically fit that on short notice, 4 trolley man can off track the push trolley/motor trolley. Trolley man should read and write elementary English in addition on Hindi.

Signature & seal of the bidder:-

SECTION-6
Special Conditions of Contract

6. 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 office of DFCCIL at Varanasi/Mughalsarai/Rohtas district/Kaimur district/Chandauli district, as may be required by DFCCIL, on the agreed rates. .
- 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, Workmen 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** 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 Government of Uttar Pradesh for minimum wages (for various category of workers) is effective from 1st October'2014 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

- 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** Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by 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 reserved 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 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 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. 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. 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.

Signature & seal of the bidder:-

9. **Security for ensuring timely payment of remuneration/fee payable to Outsourced persons.**

The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 3rd day of the following month and a proof of payment shall be annexed to the monthly bill. Alternatively, The Manpower Service Provider can claim the fee payable before its actual payment to temporary/resource person, provided the agency furnishes a Bank Guarantee in favour of DFCCIL issued by any Nationalized bank equivalent to 50% of the average monthly billing on DFCCIL for the services rendered by temporary/resources persons or for an amount of Rs. 1,00,000/- (Rupees One Lakh only), whichever is higher.

10. **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.

11. **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.

11.1 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.

12. **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.
13. **SERVICE TAX** - Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.
14. **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.
15. **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 :
- Frequent absence of outsourced staff.
 - Any undisciplined behaviour by the outsourced staff.
 - Discourteous behaviour towards any officer or staff of DFCCIL.
 - Not carrying out the duties assigned by DFCCIL in a satisfactory manner.
 - 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 of penalty
Staffs turns up late	Rs.50/- per staff per hour
Failure to provide replacement within time frame	Rs.100/- per day

Signature & seal of the bidder:-

On letterhead of the Manpower Service Provider
SCHEDULE OF QUANTITIES

To
Chief Project Manager, DFCCIL,
Swarna Complex, 2nd floor, Susuwahi, P.O. Susuwahi
Thana- Lanka, Varanasi-221011.

Sub: - Providing outsourced manpower services of 4 trolley man and 1 motor trolley driver **for permanent way work of** Dedicated Freight Corridor Corporation of India Limited **under CPM/DFCCIL/Mughalsarai unit**

Sir,

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

SCHEDULE OF QUANTITIES:-

SN	Post	No. of Man power	Unit	Gross Pay (Maximum). (per man month including PF / ESI and applicable statutory obligations)	Quantity (Man month)	Amount Rs.
1	Trolley Man	4	Man month	Rs.8353/-	24	Rs.200472/-.
2	Motor Trolley Driver	1	Man month	Rs.9355/-	6	Rs.56130/-
TOTAL						Rs.256602/-

Estimated value of the schedule for the period of six months = Rs.256602/-

The quotationer 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/tenderer is required to quote the administrative charges rate in both words and figures.

- (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) Service Tax as applicable rates will be paid extra.
- (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.

Manpower Service Provider's Name with signature:-

Manpower Service Provider's Name and Address and signature
Telephone No.
Date:-

7.1. LEAVE AND TA

1. **Casual Leave** – One day's Casual paid leave for every month during the calendar year would be permitted. Un-availed Casual 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).
2. **Privilege Leave**- On completion of every 04 months of Continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on 31st December of every year and cannot be encashed (The sanctioning of the leave will be the sole prerogative of DFCCIL).
3. The man power Service Provider on award of work shall submit the breakup 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.

4. The Numbers of staff required shown above is purely tentative and the same may increase/decrease as per actual requirement of DFCCIL.
5. 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.
6. 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.
7. **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.
8. **T.A entitlements:-**
 - a) **Travelling Allowance:-**Actual Fare of the Bus/Train (Sleeper Class) shall be reimbursed for local as well as outstation travel, subject to the production of Tickets. In addition to the Bus/Train Fare, actual auto rickshaw charges shall also be payable for outstation duty (between nearest Railway Station/Bus Stand to Office) in cases wherein city bus service or local trains are not available. However, it will remain within the competency of CPM to sanctioned travelling allowance with the limit as applicable to Executives in DFCCIL in special circumstances.
 - b) **Night Stay Charges:-** Night halt/stay at outstation would be payable at the rate of **Rs 150** to staffs per night respectively.

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

M/s..... has provided housekeeping 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.2012-13, 2013-14, 2014-15, April'15- till date.

(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	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.	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 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 – 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 Tele/fax 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)

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

S No	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 work in brief	S. No. at which relevant certificate/document
5	6	7	8

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

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

S. No.	Financial Year	Total Turnover
1	2011-12	
2	2012-13	
3	2013-14	
4	2014-15	
	Total	

- For 2011-12, 2012-13 & 2013-14 copies of the audited balance sheets may please be attached.
- For 2014-15 unaudited results of turnover of company up to date may be submitted under the certification of CA.

ANNEXURE- VII**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.....

Place.....

.....

Signature of Authorized person of bank

(Name in Block letters)

(Designation)

(Address.....)

Witness:

1. Signature

Bank's Seal

Name & Address & Seal

Authorization

2. Signature

Name & Address & Seal

Annexure IX

**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 ----- 2015 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

In the presence of
Witness
Name
Address

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

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 DFCC stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,

Yours Faithfully

Witness:-

(Signature)

Name of the Contractor
with date

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 (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 the 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/altered/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.

a) 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 fulfil 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)

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