

SINGLE PACKET OPEN ONLINE E - TENDER

Tender No. "All/AD/Outsource/2016/01"

CPM AJMER UNIT

TENDER DOCUMENT

Name of Work:

"Engagement of Manpower services Provider for Outsourcing of services of Housekeeping including stenographer/PA, Auto-Cad Operator, Office Assistants, Attendants/ Peons in the office and under jurisdiction of CPM/AJMER of Dedicated Freight Corridor Corporation of India Limited."

Approximate cost of work	: Rs. 66,66,000/-
Earnest money	: Rs. 1,33,320/-
Tender Fee	: Rs.5,000.00
Completion period	: Twenty Four months
Tender closing date and time	: 27.01.2017 at 15:00 hours
Tender opening date and time	: 27.01.2017 at 15.30 hours

BID DOCUMENTS NOT TRANSFERABLE

Issued by:-

**Chief Project Manager,
Dedicated Freight Corridor Corporation of India Ltd.
A-1, Circular Road, AJMER-305001**

Dedicated Freight Corridor Corporation of India Ltd
A-1, Circular Road, Ajmer

SINGLE PACKET OPEN ONLINE E - TENDER
Tender No. "All/AD/Outsource/2016/01"

TABLE OF CONTENTS

Sr.No.	Description		Page No. From-To
1.	Instruction to bidders for Online bidding		3-7
2.	Section I.	(i) Tender Notice & Corrigendum	8-9
3.		(ii) Invitation For Tenders (IFT)	10-11
4.	Section II.	(i) Format for Covering letter of Tender	12-13
5.		(ii) Checklist for documents to be submitted	14
6.	Section III.	General Instructions to Tenderers	15-19
7.	Section IV.	General Conditions of the Contract	19-29
8.	Section V.	Special Conditions of Contract	30-33
9.	Section VI.	Schedule of Items, Rates & Quantities	34-35
10.	Annexure	2 to 10	36-47

Tender No. “All/AD/Outsource/2016/01”

Instruction to bidders for Online bidding

General:- Submission of Online Bids is mandatory for this Notice Inviting Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (<http://www.tenderwizard.com/DFCCIL>) of M/s. ITI a Government of India Undertaking. Benefits to Suppliers / service providers are outlined on the Home page of the portal.

Instructions:-

1. Online Bidding Methodology: Online Bid System
2. Broad outline of activities from Bidders perspective:-
 - (a) Procure a Digital Signing Certificate (DSC)
 - (b) Register on Electronic Tendering System (ETS)
 - (c) Create Users and assign roles on ETS
 - (d) View Notice Inviting Tender (NIT) on (ETS)
 - (e) Download Official copy of Tender Documents from ETS.
 - (f) Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
 - (g) Bid Submission on ETS : Prepare & arrange all documents/paper for submission of bid online and tender fees & EMD deposit on offline.
 - (h) Attend Public Online Tender Opening Event (TOE) on ETS.
 - (i) Post TOE clarification on ETS (Optional) Respond to DFCCIL's post - TOE queries. Attend (j) Public Online Tender Opening Event (TOE) on ETS

For participating in this tender online, the following instructions are to be read carefully. These instruction are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1:- It is advised that all the documents to be submitted (See clause 2 & 3 of section Notice Inviting (E - Tender) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note2:- While uploading the documents it should be ensured that the file name should be the name of the document itself.

3. Digital Certificate:

For integrity of data and its authenticity / non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

4.Registration:

The Tender documents can be downloaded from the website : www.tenderwizard.com/DFCCIL and to be submitted in the e - format. Cost of the Tender Documents and Bid Security have to be submitted to DFCCIL's office, Ajmer in the form of Pay Order, Demand Draft, Banker's Cheque & FDR, as per address given in the BID Documents before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user - id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

5. DFCCIL, has decided to use process of E - Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold / accepted.

6. To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered with the Tender Wizard and to have user ID & Password . Payment of registration fee can be done through www.tenderwizard.com/DFCCIL

Help desk	
Telephone / Mobile Number	Shri Arvind Ojha 08000096726 Email ID- twhelpdesk636@gmail.com Shri Suraj-09599653865/011-45424365

DFCCIL Contact -1	
DFCCIL Contact Person	Shri Sanjay Sagdeo
Telephone / Mobile No.	9001091799
E - mail ID	ssagdeo@dfcc.co.in

DFCCIL Contact -2	
DFCCIL Contact Person	Shri Rakesh chattree
Telephone / Mobile No.	8003899326
E - mail ID	rchattree@dfcc.co.in

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:-

The bidder shall furnish, as part of his bid document establishing the bidders, eligibility. All these documents should be numbered and should be signed by bidder in each page.

- 7.1 The tenderer shall drop the Original DD of Bid Security (EMD) and Cost of Tender Document have to be submitted in the tender box in DFCCIL office, Ajmer in the form of Pay Order, Demand Draft, Banker's Cheque,& FDR as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. The tender processing fees as per applicable rate payable through the e - payment gateways to ITI limited is Non refundable.
- 7.2 Tender documents (s) in original, duly filled in and signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder
or
his authorized representative
- 7.3 Copy of PAN card
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit and affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" in case of _____ proprietorship firm on Non judicial stamp paper of Rs.100.00.
- 7.6 Bidder's profile duly filled in, as per section -III of tender document .
- 7.7 Power of Attorney
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of service tax registration no.
- 7.12 Certificate for non near relative in DFCCIL.

Note :-Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes(found in the tender document submitted by the bidder) at any stage,will be treated as fraud done to the DFCCIL,and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder.

8.0 The following ' FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to :

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible any problem arising out of internet connectivity issues).

Method for submission of bid documents

In this TENDER the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline mentioned below:

- 1) Cost of Bid Document
- 2) Bid Security / EMD

Note : The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

9.0 Price schedule

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed.

(i) Down load price schedule part

(ii) Fill rates in down loaded price schedule

(iii) Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.

(iv) Tenderer(S) should download 'financial_ offer xls' file, quote their rates in the applicable field and save it. Tenderer(S) can upload the filled up financial_ offer xls' file. Name of the downloaded financial_ offer xls' file must not be changed.

10.0 Modification / Withdrawal of bids:

- (i) The Bidder may modify / withdraw its e- bid after submission. Prior to the Bid Due Date. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be

- disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
 - (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

Other instructions

For further instructions, the vendor should visit the portal (www.tenderwizard.com/DFCCIL), and login to it and upload documents of bid.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

Dedicated Freight Corridor Corporation of India Ltd.,
(A Government Of India Undertaking)
A-1, Circular Road , Ajmer – 305001

NOTICE FOR INVITING BIDS

Tender No.	All/AD/Outsource/2016/01
Name of Work	Engagement of Manpower services Provider for Outsourcing of services of Housekeeping including stenographer/PA, Auto-Cad Operator, Office Assistants, Attendants/ Peons in the office and under jurisdiction of CPM/AJMER of Dedicated Freight Corridor Corporation of India Limited.
Estimated Cost of Work	Rs. 66,66,000/-
Completion Period	24 Months
Type of BID	Single packet open e-Tender
Tender Fee	Rs. 5000/-
Earnest Money	Rs. 1,33,320/-
Availability of Bid document	From 10.00 Hrs on 26.12.2016 to 14.30 Hrs on 27.01.2017
Last Date and time of on line closing of Tender.	Up to 15:00 Hrs on 27.01.2017
Date and time of online Opening of Bid	15:30 Hrs of 27.01.2017
Validity of offer	120 days from the date of opening of tender.
Address of Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., A-1, Circular Road , Ajmer , PIN-305001 Fax No. 0145-2970463, E-mail: dfccil.ajmer@hotmail.com

QUALIFICATION REQUIREMENTS FOR BIDDERS- Tenderer shall meet with the minimum eligibility criteria for the work as detailed under-

- (i) The bidder should have completed supplying of Manpower & security services **for** a minimum value of **Rs.23.33 lakh (i.e.35%)** in the last three financial years (i.e. current financial year and three previous financial years) i.e. financial years 2013-2014, 2014-2015 & 2015-2016 (upto date of opening of tender).

Tenderer must submit the documents/certificates of the completed works from State/Central Govt. Organizations/ PSUs in support of information submitted above. The certificates from private individuals for whom such works are executed/being executed shall not be accepted.

- (ii) The total contract amount received by the bidder during the last three financial years and in the current financial i.e. financial years 2013-2014, 2014-2015 & 2015-2016 (upto date of opening of tender) should be minimum of **150%** of advertised tender value of the work i.e. **Rs.99.99 lakh**.
- (iii) Tenders must submit the audited financial statements/ documents/certificates in support of information submitted, failing which his/ their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCC.
- (iv) Tender documents should be downloaded from the above website address www.tenderwizard.com/DFCCIL up to 14:30Hrs. on 27.01.2017. Rs.5000.00 towards tender fee & Rs.1,33,320.00 towards EMD in the form of Demand Draft, Banker's Cheque, Pay order, FDR in favor of Dedicated Freight Corridor Corporation of India Limited, Payable at Ajmer, issued by any Nationalized / Scheduled Bank to be deposited in the tender box kept in DFCCIL unit office Ajmer as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered/ shall be summarily rejected.
- (v) No tender document will be available offline. Downloading tender documents online and submission of tenders online is mandatory for this tender.

Note :- Any further Addendum/Corrigendum for this tender will be posted in DFCCIL website www.tenderwizard.com/DFCCIL only tendering portal website only. Interested bidders are advised to check website for any Addendum / Corrigendum

CPM/Ajmer

Dedicated Freight Corridor Corporation of India Ltd
A-1, Circular Road, Ajmer
Invitation for Tenders (IFT)
Section I

Dear Sir,

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

1.0 Chief Project Manager, DFCCIL, A-1, Circular Road, 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/2016/01	Engagement of Manpower services Provider for Outsourcing of services of Housekeeping including stenographer/PA, Auto-Cad Operator, Office Assistants, Attendants/ Peons in the office and under jurisdiction of CPM/AJMER of Dedicated Freight Corridor Corporation of India Limited.

2.0 KEY DETAILS OF TENDER ARE AS UNDER-

Tender No.	All/AD/Outsource/2016/01
Name of Work	Engagement of Manpower services Provider for Outsourcing of services of Housekeeping including stenographer/PA, Auto-Cad Operator, Office Assistants, Attendants/ Peons in the office and under jurisdiction of CPM/AJMER of Dedicated Freight Corridor Corporation of India Limited.
Estimated Cost of Work	Rs. 66,66,000/-
Completion Period	24 Months
Type of BID	Single packet open e-Tender
Tender Fee	Rs. 5000/-
Earnest Money	Rs. 1,33,320/-
Availability of Bid document	From 10.00 Hrs on 26.12.2016 to 15.00 Hrs on 27.01.2017
Last Date and time of on line closing of Tender.	Up to 15:00 Hrs on 27.01.2017
Date and time of online Opening of Bid	15:30 Hrs of 27.01.2017
Validity of offer	120 days from the date of opening of tender.

Address of Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., A-1, Circular Road , Ajmer , PIN-305001 Fax No. 0145-2970463, E-mail: dfccil.ajmer@hotmail.com
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3.0 Completion Period

The total time for completion of work shall be **24 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 2013-14, FY 2014-15, FY 2015-16, FY 2016-17 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.”

**Dedicated Freight Corridor Corporation of India Ltd.
Section II**

Format for covering letter by Tenderer(s).

(On letter head of firm/company)

To,
Chief Project Manager, DFCCIL,
A-1, Circular Road, Ajmer

Sub: - "Engagement of Manpower services Provider for Outsourcing of services of Housekeeping including stenographer/PA, Auto-Cad Operator, Office Assistants, Attendants/ Peons in the office and under jurisdiction of CPM/AJMER of Dedicated Freight Corridor Corporation of India Limited."

Ref: Tender Notice No. All/AD/Outsource/2016/01 Dt.

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. **1,33,320/-** 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)			
			2013-14	2014-15	2015-16	2016-17
		Various				
6	Annual turnover of last three financial years (audited financial statement to be enclosed with documentary evidence)	2013-14	2014-15	2015-16	2016-17	
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 Contract Tax Registration Certificate (as applicable)	Yes/No
10.	Certified Copy of Registration of Company, Partnership deed /Memorandum and Articles of Association of the firm.	Yes/No
11.	Constitution of the firm in the form prescribed in Annexure –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 personnel 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 personnel 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.
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 any 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 2013-14, FY 2014-15, FY 2015-16, FY 2016-17 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.
3.9	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)
3.10	No taxes in any other form shall be reimbursable.
4.0	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.

5.0	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.
6.0	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.
8.0	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.
9.0	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
	GENERAL 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.
1	DEFINITIONS Unless excluded by or repugnant to the context :
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	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. 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.
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	<p>SECURITY DEPOSIT :</p> <p>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.</p>
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-V&VI.
b	It shall be the responsibility of the Manpower service Provider to verify the qualification and experience indicated by the hired personnel in their profiles. For interview and skill test the service provider has to send a list of candidates three times of the requirements (3x1) within a week's time from the date of placement of the requisition. Candidates will be examined for Performing the defined functions by a screening committee nominated by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the hired personnel. If during the course of engagement of any hired 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 personnel Immediately and shall provide suitable replacement within 15 days time.
c	<p>The copies of appointment letter to the personnel deployed in the DFCCIL shall be provided to the DFCCIL.</p> <p>The performance of the hired personnel will be reviewed periodically by the screening committee nominated by DFCCIL and found unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of hired 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 15 days time.</p>

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 personnel unilaterally. In case any hired personnel 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 provisions of contract labour (Regulation and Abolition) act 1970 and contract labour (Regulation and Abolition) central rules,1971 within 30 days of the date of award of contract. If service provider fails to provide licence for any reason whatsoever within the stipulated period of 30 days, the contract shall automatically stand terminated and earnest money/ PG deposited by the service

	provider will stand forfeited.
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 personnel shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any personnel hired for DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the personnel 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 stature or directive.
j	Working Hours of hired personnel – The working hours for the hired personnel

	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 personnel so deployed in a month. Accumulation of leave is not permissible (The sanctioning of the leave will be decided by DFCCIL). 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 personnel should maintain Mobile phone. A deduction of Rs. 250/- per month will be made if a personnel 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 personnel deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/personnel. Any compensation to the personnel 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	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.
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 personnel.</p>
9	Security for ensuring timely payment of remuneration/fee payable to outsourced persons.
10	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.
	Other terms and termination
a	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.
b	Not with standing anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
c	Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
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	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	<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	<p>If the Manpower Service Provider is not satisfied with the settlement by the Employer on any matter in question disputes or differences, the Manpower</p>

	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	<p>INTRODUCTION</p> <p>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.</p>
2	<p>Minimum Qualification and working Requirements :</p>
A	<p>Office Assistant (Two years experience)</p>
	<p>Graduation or three years Diploma in office management.</p>
2.1	<p>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.</p>
2.2	<p>Movement and maintenance of files, papers, drawings, within office & outside DFCCIL Office including Railway and other offices at Ajmer</p>
2.3	<p>Operation of various office equipments like photo copier, Fax, telephones, printer, EPABX etc.</p>
2.4	<p>Any other work assigned by DFCCIL in connection with smooth functioning of the office.</p>
B	<p>Office Assistant (Five years experience)</p>
2.5	<p>Graduation or three years Diploma in Office Management.</p>
2.6	<p>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.</p>
2.7	<p>Movement and maintenance of files, papers, drawings, within office & outside DFCCIL Office including Railway and other offices at Ajmer</p>
2.8	<p>Operation of various office equipments like photo copier, Fax, telephones, printer, EPABX etc.</p>
2.9	<p>Any other work assigned by DFCCIL in connection with smooth functioning of the office.</p>
C	<p>Stenographers cum P.A. (2 year experience)</p>
2.10	<p>Graduation OR three years diploma in office management.</p>
2.11	<p>Dictation (10 minutes@ 80 words per minute in English).</p>

2.12	Transcription (50 words/ minutes- English on Computer)
2.13	Ms-office (Word, Excel and Power point)
D	Auto Cad Operator
2.14	Graduation.
2.15	Certificate in Auto CAD operation.
2.16	Minimum two years relevant experience.
E	Multi-tasking Staff :
2.17	Minimum 10th Class passed, Physically fit as per recommendation of CA & SDO / DFCCIL officials. Candidate should be able to read and write in English and Hindi to the Extent of address of office, Files name etc.
2.18	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.
2.19	Attending to office door bells.
2.20	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 as per requirement.
2.21	Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL/CA), cleaning of utensils used in the pantry etc.
2.22	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.
2.23	Accompanying the DFCCIL officials/ CA at work site and assisting them in field related works as and when directed.
2.24	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.
2.25	Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials/ CA officials.
2.26	Delivering the dak/letters/papers and documents to various Government/ nongovernmental offices in Ajmer. For local movement, Bicycle will be provided by DFCCIL/ CA.
2.27	Working hours and Attendance: - Working hours shall be as per the respective competent authorities working office hours. Attendance shall be verified the concern officials of DFCCIL.
2.28	Place of Posting: Ajmer /Abu Road. However place of posting can also be changed at the discretion of DFCCIL.
	Age criteria- Between 18 to 40 years for all above categories except technical personnel. The Manpower Service Provider will provide outsourced manpower to be sincere and physically/Medically fit to perform assigned duties with dedication.

3	<p>Contract Period/ Variation</p> <p>The contract is likely to commence from 01.03.2017 and would continue for a period of 2 years. The period of contract may be further extended after the completion of contract, provided the requirement of the DFCCIL Ajmer for augmenting its present manpower persists at that time or may be curtailed/terminated before the contract period owing to deficiency in service or sub slandered quality of manpower deployed by the selected service provider or cessation of the requirement of work or due to any change in government policy/ rules.DFCCIL Ajmer, however ,reserves the right to terminate this initial contract at any time after giving one week’s notice to the selected service provider. However, the number of persons may be increased or decreased on the option of the DFCCIL.</p>
4	<p>Rates</p>
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 & Sate Government or any other governing authority/agency from time to time shall be borne by the contractor.
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 shall inclusive of statutory contribution towards the EPF (Employer contribution) and ESI. The same shall be deposited by the contractor in favour of persons deployed (Minimum) statutory PF & ESI contribution.
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 documentary evidence to DFCCIL on monthly basis. If contractor fails to submit the documentary evidence then the same amount will be deducted from the next bill of tenderer and DFCCIL will deposit to the concerned office.
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. Over his previously additional remuneration.
4.7	Additional amount for uniform/winter coat for each peon/fieldman for 2 Nos. of uniform & one number winter coat per year shall be paid extra @ Rs. 1000/- per uniform or winter coat.
4.8	The expenditure on account of (the TA/ DA/NA etc. shall not be included for variation purposes and also not consider for administrative charges.
4.9	Whenever there is an alteration in minimum wages or revision of T.A. rates by the central/ state government revision is to be incorporated by the contractor as It is to be paid to the personnel deployed. Contractor will propose the revision in wages and/or TA rates for approval of DFCCIL and on approved by DFCCIL, Enhanced wages and/or TA rate will be payable to the contractor by DFCCIL on production of certificate by personnel deployed.
5	<p>PAYMENT SCHEDULE</p>
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	Payment should be made through RTGS/cheque only. The service provider should submit payment receipt of personnel for last month (copy of cheque or draft) along with monthly bill without which bill will not be entertained.
5.2.5	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.
5.2.6	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 period.

Date:

SIGNATURE OF THE TENDERER WITH RUBBER STAMP

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

Section-VI

FINANCIAL OFFER

SCHEDULE OF ITEMS, RATES & QUANTITIES

PRICE SCHEDULE

(Schedule- I)

Annexure – 1

SN	Post	No. of Manpower	Unit	Rate Rs. (per man month)	Quantity (man month)	Amount in Rs.
1	Steno/E.A. (Two year Experience)	1	Man month	17,600	24	4,22,400
2	Office Assistant (Five year Experience)	6	Man month	15,950	144	22,96,800
3	Office Assistant (Two year Experience)	2	Man month	14,850	48	7,12,800
4	Auto Cad Operator	1	Man month	20,350	24	4,88,400
5	Multi-tasking Staff	11	Man month	10,400	264	27,45,600
	TOTAL					66,66,000

The bidder shall indicate his administrative Charges (including PF & ESI employers contribution) in % age above, on overall cost (Rs. 66,66,000/- 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 the estimated price inclusive of PF and ESI employers contribution .
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.(Inclusive of PF and ESI employees contribution .)
6. The above rates are inclusive of EPF & ESI (Employee & Employer) and no extra payment shall be made to outsource agency on this account.

For & behalf of DFCCIL

Signature of Bidder
(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	2013-14	
2	2014-15	
3	2015-16	
4	2016-17	
	Total	

- For 2013-14, 2014-15 & 2015-16 copies of the audited balance sheets may please be attached.
- For 2016-17 unaudited results of turnover of company up to date may be submitted under the certification of CA.

ANNEXURE- 5**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 its 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

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 ----- 2016 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 corrosion 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)