

To,

Sub: Printing of DFCR General Rules (GR) Books.

Dear Sir,

Please arrange to submit your quotation online using the link www.tenderwizard.com/DFCCIL on or before 15:00 Hrs. of 31/10/2018 for the subject item. The Quotation shall be opened online on www.tenderwizard.com/DFCCIL at 15:30 Hrs. on 31/10/2018 at the Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi-110001.

1.0 Instructions to Agencies for Online Quotations:

- 1.1 The Quotation can be submitted Online on www.tenderwizard.com/DFCCIL on or before 15:00 Hrs. of 31/10/2018. The Quotation will be opened online on 31/10/2018 at 15:30 Hrs. on www.tenderwizard.com/DFCCIL.
- 1.2 Quotation shall be submitted through Online mode only at www.tenderwizard.com/DFCCIL. Quotation submitted by any other mode will not be accepted.
- 1.3 It is mandatory for all Agencies to have Class-III Digital Signature Certificate (in the name of person who will submit the online quotation from any of the Licensed Certifying Agencies ('CA') [Tenderer can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-quotation of DFCCIL.
- 1.4 To participate in E-Quotation, it is mandatory for Agencies(s) to get themselves registered with the Tender wizard (www.tenderwizard.com/DFCCIL) and to have user ID and password. Agencies have to pay Annual Registration charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee (Non Refundable) @ 0.1% of Estimated Cost + GST subject to minimum of Rs. 750/- + GST to M/s ITIL through e-payment. Already Registered Agencies at www.tenderwizard.com/DFCCIL need not pay registration charges to M/s ITIL.
- 1.5 www.tenderwizard.com/DFCCIL is the only website for submission of quotation. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.tenderwizard.com/DFCCIL.
- 1.6 **Modification/Substitution/Withdrawal of Quotation:**
 - 1.6.1 Agencies(s) may modify, substitute or withdraw their quotation after submission prior to 15:00 Hrs. of 31/10/2018 (Last Date & Time for Quotation Submission termed as Quotation Closing Date & Time). No Bid shall be modified, substituted or withdrawn by Agencies after Quotation Closing Date & Time.
 - 1.6.2 For modification of financial offer, Agency has to detach its previous offer from www.tenderwizard.com/DFCCIL and then upload digitally signed modified offer.

1.6.3 For withdrawal of Quotation, Agency has to click on withdrawal icon at www.tenderwizard.com/DFCCIL.

Before withdrawal, it may specifically be noted that after withdrawal of Quotation, for any reason, Agency cannot resubmit their quotation again.

1.7 Signing of Quotation:

1.7.1 This Quotation being E-Quotation, the Digital Signature obtained from Approved Controller of Certifying Authorities (CCA) shall only be considered as authentic for submission of quotation.

1.7.2 For submitting the Quotation, the Authorized Signatory shall be the Digital Signatory. In case, the Authorized Signatory and Digital Signatory are not the same, the bid shall be considered non-responsive and will be rejected.

1.8 Deadline for Submission of Quotation:

Agencies must ensure to complete the Quotation submission process in time as www.tenderwizard.com/DFCCIL will stop accepting any Online Quotation after Quotation Closing Date & Time.

1.9 Help-Desk for E-Quotation:

For Any Clarification, Help and Registration for E-Tendering/ Quotation and for obtaining Digital Signature, Contact at www.tenderwizard.com/DFCCIL and on Telephone No. 011-49424365 or Mobile No. 9599653865.

1.10 Availability of Quotation Documents:

(a) Quotation Document can be downloaded from www.tenderwizard.com/DFCCIL. Agency who wishes to view Quotation Document can visit www.tenderwizard.com/DFCCIL.

(b) DFCCIL may issue Corrigendum to the Quotation Document which shall be placed on website www.tenderwizard.com/DFCCIL only and at least 2 days in advance of date fixed for Opening of Quotations.

1.11 The Agencies shall keep their offers open for a minimum period of 30 days from the date of opening of Quotations. The Agency cannot withdraw their offer within the period of Validity.

1.12 The Complete Quotation Document including Corrigendum digitally signed would be uploaded at www.tenderwizard.com/DFCCIL in 'Document Library'.

1.13 Financial Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com/DFCCIL and then is to be filled, saved and uploaded (through Digital Signature) on the same website.

1.0 Terms and Conditions:

1.1 Scope of Work:

The Agency shall undertake the work of printing of DFCR General Rules (GR) Books of DFCCIL as per the Technical Specification (Annexure A), Schedule of Rates and

Quantities (Annexure B) and Terms and Conditions mentioned in the Quotation Document.

1.2 Period of Completion:

Period of Completion shall be 30 days from the date of issue of the Letter of Acceptance.

1.3 Delivery:

Delivery is required at the DFCCIL Corporate Office, New Delhi.

1.4 Terms of Payment:

- i. No advance payment shall be made.
- ii. 100% payment will be made after receipt and acceptance of material. In case of part receipt/part acceptance of material, on account payment will be made in proportion to the acceptance of the material.
- iii. The rate quoted by the Agency shall be excluding GST. Bill/Invoice should be submitted in duplicate, duly signed and stamped by the Contractor.
- iv. Payment to the Contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
- v. Tax Deducted at Source (TDS) will be deducted from the payment due to the Contractor as per rules of the State/Central Government as applicable.
- vi. Payment shall be made based on the actuals for accepted work only.

1.4 Inspection of the Work:

Inspection of the Work will be carried out by representative of DFCCIL, who will be designated as Officer Incharge. The Officer Incharge shall have the power of General Supervision/Inspection and can reject the work if it does not conform to the desired standard and no payment shall be made for the rejected work. Decision of Officer Incharge will be final and binding.

- 1.5 The work will be carried out as per Terms and Conditions, Technical Specification and Schedule of Rates and Quantities. Payment will be made to the contractor in accordance with the Terms of Payment mentioned in Clause 1.3. The rates quoted by the contractor will be inclusive of all Labour, Material, Cartage etc. and excluding GST. No extra payment on any other account will be admissible to the contractor.

1.6 Penalty:

- i. In case of any loss or damage, it shall be the liability of the contractor and DFCCIL at its discretion can deduct the total cost of damages or any part thereof from the bill of the contractor. The decision of DFCCIL in this regard shall be final and binding on the contractor.
- ii. In case if successful bidder is found in breach of any of the terms and conditions of the contract, the contract is liable to be terminated and no payment will be made.
- iii. In case of poor performance of the contractor, the contract is liable to be terminated and no payment shall be made.

- iv. The contractor shall indemnify the DFCCIL on all accounts.
- v. Regarding the imposition of penalty, the decision of the DFCCIL shall be final and binding.

1.7 Paying Authority:

JGM/Fin./II/DFCCIL or his/her representative is the paying authority.

1.8 Quantity Variation:

Variation of +/- 10% against ordered quantity is permissible at the discretion of DFCCIL at the same rates, terms and conditions.

1.9 GST Registration:

Agency shall be registered under GST Act and shall furnish GST Registration Number along with the Quotation. Agency shall furnish GST Registration Number on the Bills while submitting them for payment.

- 1.10** As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure C.

1.11 Warranty:

Comprehensive Warranty of Material and Workmanship is for a period of 12 months from the date of successful completion of work. During this period, any defect due to material or workmanship shall be attended free of cost by the contractor within a period of 1 week.

1.12 Security Deposit:

The Contractor has to submit a Security Deposit (SD) equal to 5% of the Total Accepted Cost of Material as per the Letter of Acceptance for Warranty period within 7 days from the Date of Issue of Letter of Acceptance. The SD may be deposited in the form of a Demand Draft/Banker's Cheque issued by any Nationalized/Scheduled Bank in favour of DFCCIL, New Delhi, payable at New Delhi. The SD shall be refunded without interest, after 60 days of the completion of warranty period.

- 1.13 Goods shall be supplied strictly in accordance with Technical Specification and Schedule of Rates & Quantities. Proof shall be shown before starting the printing and shall be got approved by the DFCCIL.

- 1.14 Printing Cost will be paid as per actual based on Unit Cost per Copy and Number of Copies. Cost of Proof Reading will be fixed for complete work irrespective of variation in number of copies.

- 1.15 Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

i) District Industries Centers.

- ii) Khadi and Village Industries Commission.
- iii) Khadi and Village Industries Board.
- iv) Coir Board.
- v) National Small Industries Corporation.
- vi) Directorate of Handicraft and Handloom.
- vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

As advised by Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry of Railways vide Letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) Number issued by Ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012, issued by Ministry of MSME. The MSE Bidders shall enclose Documentary Proof for the same.

1.16 Resolution of Disputes and Arbitration:

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

1.17 Force Majeure:

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- (b) The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

1.18 Quotation shall be valid for a period of 30 days from the date of opening.

- 1.19 DFCCIL reserves the right to modify, expand, restrict, scrap and re-invite the quotations without assigning any reason.
- 1.20 Agency has to comply with all Statutory Requirements as applicable and shall indemnify DFCCIL completely in case of non-compliance.
- 1.21 DFCCIL General Conditions of Contract are applicable.

Encl:

- 1) Technical Specification (Annexure A)**
- 2) Schedule of Rates and Quantities (Annexure B)**
- 3) Declaration for DFCCIL (Annexure C)**

(Rajesh Chopra)
Manager/Admin./CO
For DFCCIL
Mobile No.: 9717636812

Technical Specification

1. Printing and Binding of DFRC General Rules Books is to be carried out exactly as per the sample. Printing Work is inclusive of Proof Reading both in Hindi and English.
2. Paper to be used is White 90 gsm.
3. Four Colour Offset Printing for Colour Pages for approx. 40 nos. and Single Colour Offset Printing for approx. 240 pages. Number of Colour Pages and Single Colour Pages shall be as per the actual content in Hindi and English.
4. Hard Binding with Rexine Cover on top and bottom printed with approved text on top.
5. Wherever, DFCCIL Colour Photographs/Images are to be used, the same shall be provided by the DFCCIL.
6. **Proof Reading of Hindi and English Pages shall be carried out by the specialist(s). The Proof Reading includes correction of Grammatical Mistakes, Spelling Errors etc. Agency is fully responsible for the Proof Reading irrespective of Proof Approval by the DFCCIL.**
7. Successful Bidder shall submit the Proof for DFCCIL's Approval before commencing the printing. Successful Bidder shall take DFCCIL's approval for Design, Colours, Images etc.

-----End of Technical Specification-----

Schedule of Rates and Quantities

Item Description	Unit Rate Per Copy in Hindi/English Excluding GST (in Rs.)	No. of Copies to be Printed	Total Estimated Cost Excluding GST (in Rs.)
1	2	3	5
Printing of DFCR General Rules (GR) Books in Hindi and English as per Technical Specification (Annexure A) and Terms and Conditions as mentioned in the Quotation Document.	325/-	4000	13,00,000/-
Total Estimated Cost Excluding GST in Rs.		13,00,000/-	
Single Percentage (Above/At par/Below) of the Total Estimated Cost Excluding GST			

Note: The percentage quoted by the Bidder shall be equally applicable on total cost as well as on rates of each item.

Declaration for DFCCIL

This is to confirm that I, _____ (name of concerned person of vendor), _____ (designation of this person) at _____ (name of the agency), have passed the benefit of input tax credit available on the _____ (goods/services) having HSN _____ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Service Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case _____ (name of the agency) will receive any further benefit in future after 1st July, 2017 by way of availing input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the _____ goods/services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Person _____

Name of the Person _____

Designation _____

Name of the Agency _____

_____ End of Quotation Document _____