



DEDICATED FREIGHT CORRIDOR CORPORATIONOF INDIA LIMITED (A Government of India Enterprise under Ministry of Railways)

Tender Document

Name of Work: Digitization of Documents including Scanning, Indexing & Verification at DFCCIL Corporate Office, New Delhi

Tender No.: HQ/AD/Tender/Digitization/2019 (Participation through E-Tender only)

Visit: <u>www.tenderwizard.com/dfccil</u> (Tender wizard helpdesk: 011-49424365)

July 2019

Corporate Office:

Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Phone: +91-11-23454700: Fax: +91-11-23454701

TABLE OF CONTENTS

S. No.	S. No. Description	
1.	Section 1-Notice Inviting Tender (NIT).	3-4
2.	Section 2-(i) Format for Covering Letter of Tender.	5-6
	(ii) Check List for Documents to be Submitted.	7-8
3.	Section 3- Instructions to Bidders.	9-16
4.	Section 4-General Conditions of Contract.	17-22
5.	Section 5- Scope of Work.	23-30
6.	Section 6- Special Conditions of Contract.	31-35
7.	7. Section 7- Annexures.	
7.1	Annexure-I-Format of Performance Bank Guarantee.	
7.2	Annexure-II-Form of Agreement.	
7.3	3 Annexure-III-Constitution of the Firm/Company/Agency.	
7.4	7.4 Annexure-IV -Performa for Experience Certificate.	
7.5	Annexure-V- Details of Contractual Payment Received in Financial	43
	Years (2016-17, 2017-18 & 2018-19) and Current	
	Financial Year 2019-20 (April 2019-Till Date).	
7.6	7.6 Annexure-VI-Performa for Affidavit.	
7.7	Annexure-VII-Declaration.	45
8.	Section 8 - Financial Bid.	46

SECTION - 1 NOTICE INVITING TENDER (NIT) (Online)

Sealed bids in a single packet system are invited from reputed, experienced and financially sound Companies/Firms/Agencies for Digitization of Documents including Scanning, Indexing and Verification at DFCCIL Corporate Office, New Delhi as per the following schedule:-

1.1	Tender No.	HQ/AD/Tender/Digitization/2019		
1.2	Name Of Work	Digitization of Documents including Scanning, Indexing and Verification at DFCCIL Corporate Office, New Delhi		
1.3	Type of Tender	E-Open Tender, Single Packet System		
1.4	Duration of Contract	One Year and further extendable by another One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.		
1.5	Estimated Cost of Work	Rs. 17,06,700/- excluding GST		
1.6.	Cost of Tender Document (Non- Refundable)	Rs. 2,000/- Plus GST@ 18% = Rs. 2360/- in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi.		
1.7	Tender Processing Fee(Non Refundable)	Rs.1,707/- Plus GST (0.1% of the Estimated Cost of Work Plus GST, Minimum Rs. 750/- Plus GST and Maximum Rs. 7,500 Plus GST) (Payable to M/s ITIL Online) (Non- Refundable).		
1.8	Earnest Money Deposit (EMD) (Tender Security)	Rs.34,134/- (Rs. Thirty Four Thousand One Hundred and Thirty Four only) by a Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. Tenders received without Earnest Money Deposit shall be summarily rejected.		
1.9	Uploading of NIT and Tender Document i.e. Time of Sale of Tender (Online)	i.e. www.tenderwizard.com/DFCCIL.		
1.10	Last Date and Time of Submission of Tender (Online)	29/08/2019 upto 15.00 hrs. on www.tenderwizard.com/DFCCIL.		
1.11	Last Date and Time of Submission of Documents in Physical Form.	29/08/2019 upto 15.00hrs.		
1.12	Date of Time of Opening of Tender (Online)	of 29/08/2019 at 15.30 hrs. on <u>www.tenderwizard.com/DFCCIL</u> .		
1.13	Tender Validity	120 days from the Date of Opening of Tender.		

1.14	Address for Communication	Deputy General Manager/Administration-I, Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 3 rd Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Mobile: 9717637537, Centralized Fax 011-23454701.	
1.15	Help Desk for	For any clarification, help and registration for E-Tendering &	
	E- Tendering	for obtaining Digital Signature contact at	
		www.tenderwizard.com/DFCCIL and on Telephone No.	
		011-49424365 or Mob. No. 9599653865.	
,			
	Documents	www.tenderwizard.com/DFCCIL, Tenderer who wishes to view	
		free Notification and Tender Documents can visit	
		www.tenderwizard.com/DFCCIL, DFCCIL's website	
		www.dfccil.gov.in & Central Procurement Portal,	
		www.eprocure.gov.in;	
		DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender	
		document, if any, which shall be issued at least three days in	
		advance of date of opening of tenders and placed on website	
		www.tenderwizard.com/DFCCIL only.	

2.0 General

- 2.1 Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- 2.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post/online. Late/Delayed Tender shall not be considered for evaluation.
- 2.3 The Offer shall be valid for 120 days from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website <u>www.tenderwizard/dfccil</u>. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

SECTION - 2 (I) FORMAT FOR COVERING LETTER OF TENDER

(On Letter Head of Firm/Company/Agency)

To,

Deputy General Manager (Admin.-I) DFCCIL, 3rdFloor, Pragati Maidan Metro Station Building Complex, New Delhi-110001.

- Sub: Digitization of Documents including Scanning, Indexing and Verification at DFCCIL Corporate Office, New Delhi.
- **Ref.:** Tender No. HQ/AD/Tender/Digitization/2019.
- 1. I/We, have read the various terms and conditions of tender attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Tender Document for the execution of present contract.
- A sum of Rs..... is being submitted as EMD in the form of Demand Draft/Banker's Cheque No.dated......issued by bank (Name & Branch of Bank). The EMD shall stand forfeited without prejudice to any other rights or remedies if:
 - I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 5% of contract value) as per the Annexure-I of Tender Document, within 15 days of issue of letter of acceptance; or
 - I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - I/We withdraw the offer during the period of validity/extended validity; or
 - When any of the information furnished by the tenderer not found true.
- 3. Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.

(Signature of Bidder)

(Name and Address of Bidder)

(Signature of Witness)

(Name & Address of Witness)

(ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	Cost of Tender Document in the prescribed form.	
2.	Earnest Money Deposit (EMD) of requisite amount in the prescribed form.	
3.	The Covering Letter as per format given in the Section 2.	
4.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
5.	Valid Certificate for ISO 27001:2013 or latest (Information Security Management)	
6.	Certified Copy of GST No, PAN Card & Aadhaar Card.	
7.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.	
8.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III.	
9.	Experience Certificate as per Annexure–IV and Affidavit as per Annexure-VI.	
10.	Details of Contractual Payment Received in Financial Years (2016-17, 2017-18	
	& 2018-19) and Current Financial Year 2019-20 (April 2019-Till Date) and Copy	
	of Audited Balance Sheets for Financial Years 2016-17, 2017-18 & 2018-19	
	and Un-Audited Turnover for the Financial Year 2019-20 (April 2019-Till Date)	
	Certified by a Chartered Accountant as per Annexure V.	
11.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
12.	Supporting Documents for Eligibility Criteria not mentioned above.	
13.	Financial Bid Fill and (Financial Offer .xls') to be uploaded Online.	

Important Notes:

- (i) Documents No.1 to 12, should be scanned and uploaded at website in 'Document Library' and after that, attach all above documents in the particular tender.
- (ii) Tenderer must submit Document No. 1 & 2 in Original i.e. Cost of Tender Document and EMD in sealed envelope (mentioning on Top of Envelop as "For NIT No., Name of Work, Name and Address of Tenderer") and addressed to DGM/Admin.-I, DFCCIL, 3rd Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Sealed cover containing Cost of Tender Document and EMD in original shall be dropped in the Tender Box up to 15:00 hrs. on 29/08/2019 at the Address mentioned in the NIT.
- (iii) Financial Bid (Microsoft Excel File) is to be downloaded from website <u>www.tenderwizard.com.DFCCIL</u> and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all.
- (iv) The Financial Bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to DGM/Admin.-I/DFCCIL office.
- (v) The rates should be quoted in figures and words. If there is any variation between the rates quoted in figures and words, the rates quoted in 'Words' shall be taken as correct rates.
- (vi) Bidder is required to quote percentage in the given format of excel sheet on website <u>www.tenderwizard.com/dfccil</u>. Only Percentage quoted Online shall be considered for Tender Evaluation.

SECTION - 3

INSTRUCTIONS TO BIDDERS

1.0 The Salient Features of the Contract are as follows:

(i)	Tender No.	HQ/AD/Tender/Digitization/2019	
(ii)	Name of Work	Digitization of Documents including Scanning, Indexing and Verification at DFCCIL Corporate Office, New Delhi	
(iii)	Duration of Contract	One Year and further extendable by another One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.	
(iv)	Estimated Cost of Work.	Rs. 17,06,700/- Excluding GST.	
(v)	Earnest Money Deposit (EMD)	Rs. 34,134/- (Rs. Thirty Four Thousand One hundred and Thirty Four only) by a Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. Tenders received without Earnest Money Deposit shall be summarily rejected.	
(vi)	Performance Security	5% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).	
(vii)	Security Deposit/ Retention Money	Overall Security Deposit is 5% of Contract Value. EMD of Rs. 34,134/-to be adjusted against the Security Deposit. Balance to be deducted @ 10% from each of the running bills till realization of the full amount.	

2.0 ELIGIBILITY CRITERIA:-

S.No.	Criteria	Documents Required
least one work of Digitization of Documents including Scanning, Indexing and Verification costing not less than 80% of the Advertised Tender Value of Work (Estimated Cost of Work) in the last Three Financial Years {i.e. Current Year and previous Three Financial Years} (2019-20 (April 2019-Till Date) and 2016-17, 2017-18 & 2018-19) for any Government Department/PSU. Date of start of work may not fall in this period. OR The Bidder should be carrying out at least one Work of Digitization of Documents including Scanning, Indexing and Verification for at least 2 years with average annual payment not less than 40% of the Advertised Tender Value of Work (Estimated Cost of Work) in any Government Department/PSU.		The Bidder has to submit certificate issued by the concerned authorities as per Performa given in Annexure-IV of the Tender Document.
(ii)	The Bidder should have received Total Contract Amount of not less than 150% of the Advertised Tender Value of Work (Estimated Cost of Work) against satisfactory execution of completed and ongoing works of all types during last Three Financial Years i.e. Current Year and previous Three Financial Years} (2019-20 (April 2019-Till Date) and 2016-17, 2017-18 & 2018-19) as per ITCCs/Audited Balance Sheets.	Details of Contractual Payment Received in last Three Financial Years and the Current Financial Year (2016-17, 2017-18 & 2018-19 and 2019-20 (April 2019-Till Date)) and Copy of Audited Balance Sheets for Three Financial Years i.e. 2016-17, 2017-18, 2018-19 and Un-Audited Turnover for the Year 2019-20 (April 2019-Till Date) Certified by Chartered Accountant as per Annexure V.
(iii)	The Bidder shall have the valid certificate for ISO 27001:2013 or latest (Information Security Management).	The Bidder shall submit valid certificate for ISO 27001:2013 or latest (Information Security Management).
(iv)	a) The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card.	Certified Copy of GST Registration Number, PAN Card and Aadhar Card.

b) The Bidder should submit an Affidavit that it	•
has not been blacklisted for business by any	
	Annexure VI of the Tender Document.

Note: Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.

3.0 Details of the Bidder

S. No.		Particulars			
(i)	Name of Company/Firm/Agency.				
(ii)	Address with Telephone No., Fax No., Mobile No. and E-Mail ID.				
(iii)	Status of Applicant (Individual/Proprietorship Firm/Partnership Firm/Private Limited/Society/Autonomous Body (Attach documentary evidence)				
(iv)	Type of the Services Provided				
(v)	Annual Turnover of Financial Years (Audited Balance Sheets Certified by Chartered Accountant for the Years 2016-17, 2017-18, 2018-19 to be enclosed and for the Financial Year 2019-20 (April 2019-Till Date) Unaudited Turn over certified by Chartered Accountant to be enclosed)	2016-17	2017-18	2018-19	2019-20 (April 2019-Till Date)

4.0 SUBMISSION OF E-TENDER: -

4.1 Tender Document Obtaining Process:

4.1.1 It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can

see the list of Licensed CAs from the link <u>www.cca.gov.in</u>), in the name of the person who will submit the Online tender and is authorized to do so.

- **4.1.2** To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard (<u>www.tenderwizard.com/DFCCIL</u>) and to have User ID and Password. Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee to M/s ITIL through e-payment. Already Registered Tenderer need not pay registration charges to M/s ITIL.
- **4.1.3** <u>www.tenderwizard.com/DFCCIL</u> is the only website for submission of tender. '<u>Vender</u> <u>Manual'</u> containing the detailed guidelines for E-Tendering is available on <u>www.tenderwizard.com/DFCCIL</u>.

4.2 Submission of Offer

- **4.2.1** Tender shall be submitted through Online mode only at <u>www.tenderwizard.com/DFCCIL</u>. Tender submitted by any other mode will not be accepted.
- **4.2.2** All the required documents as mentioned in Check list from S.No. 1-12, including Scanned Copy of EMD & Cost of Tender Document shall be uploaded to the E-Tendering web site <u>www.tenderwizard.com/DFCCIL</u> within the period of bid submission and only EMD and Cost of Tender Document in original shall be submitted in physical form. Cost of Tender Document and EMD (original) in sealed envelope (mentioning on Top of Envelop as "For NIT No., Name of work, Name and Address of Tenderer") addressed to DGM/Admin.-I, DFCCIL, 3rd Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001 shall be dropped in the Tender Box on or before the last date & time of bid submission, failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.
- **4.2.3** The detailed instructions of e-tendering can be read through website <u>www.tenderwizard.com/DFCCIL</u>.
- **4.2.4** The Addendum/Corrigendum, if any; shall be hosted on the website <u>www.tenderwizard.com/DFCCIL</u> only.
- **4.2.5** The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- 4.2.6 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.tenderwizard.com/DFCCIL with the digitally signed copy of tender document.
- **4.2.7** In case scheduled date is declared as holiday, tender can be uploaded up to 15:00 hrs. on the next working day and will be opened at 15:30 hrs. on that day.

- **4.2.8** Each page of this bid document shall be submitted through Digital Signature of the tenderer.
- **4.2.9** The **bid** shall be accepted through **Online mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the tender document will be summarily rejected.
- **4.2.10** Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- **5.0** The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Bidder have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.
- **6.0** Bid Document shall be accompanied by Tender Cost and EMD in proper form and all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- **7.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- **8.0** After award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- **9.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
 - (i) Financial Bid.
 - (ii) Notice Inviting Tender.
 - (iii) Instructions to Bidders.
 - (iv) Scope of Work.
 - (v) Special Conditions of Contract.
 - (vi) General Conditions of Contract.

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

- **10.0** Bidder must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document. Complete Tender Document along with Addendums, Corrigendum and Documents as specified in the Tender Document, must be submitted through Digital Signature by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Tender Document shall be removed and the set must be submitted as it is.
- **11.0** Submission of a tender by a tenderer implies that he had read all the tender documents including Amendments/Corrigendum if any, visited the site and made himself aware of the Scope of the Work to be done, local conditions and other factors having any bearing on the execution of the work.
- **12.0** DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- **13.0** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.
- **14.0** The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the bidder.

15.0 Modification/Substitution/Withdrawal of Bids:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission, prior to 15:00 hrs. of 29/08/2019 (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder 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, Tenderer has to detach its old bid from e-tendering portal and upload/resubmit digitally signed modified bid.
- (iv) For withdrawal of tender, tenderer has to click on withdrawal icon at <u>www.tenderwizard.com/dfccil</u>. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again.

16.0 Opening and Evaluation of Bids:

(i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section–I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender

DGM/Admin.-I, Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) 3rd Floor, Pragati Maidan Metro Station Building New Delhi-110001

- (ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.
- (iii) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 29/08/2019, in the presence of Tenderers or their Authorized Representatives who choose to attend.

17.0 Deadline for Submission of Tender

Tenderer(s) must ensure to complete the tender submission process in time as <u>www.tenderwizard.com/DFCCIL</u> will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 29/08/2019).

18.0 Bidder may visit the site on any working day to assess the Scope of Work before submitting their offer.

19.0 Cost of Tender Document:

The Tenderer shall submit Rs. 2,000/- Plus GST@ 18% = Rs. 2360/- in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favor of DFCCIL, New Delhi and Payable at New Delhi. The Tenderer shall submit Cost of Tender Document alongwith EMD in original as per Section-3, Instructions to Bidders, Clause 4.2.2.

20.0 Earnest Money Deposit (Tender Security):

- **20.1** Every tender must be accompanied by the prescribed amount of Earnest Money Deposit of Rs. 34,134/- in the form of **Demand Draft/Banker's Cheque** issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi and Payable at New Delhi.
- 20.2 EMD in form of Demand Draft or Banker's Cheque, shall be scanned and uploaded to the E-Tendering website within the period of bid submission and the same in physical form (Original) should also be submitted along with Cost of Tender Document (Original) as per instructions given in Section-3 Clause No. 4.2.2, Instructions to Bidders failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.

- **20.3** The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.
- **20.4** In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention Money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- **20.5** Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
 - (i) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
 - (ii) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5% of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - (iii) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
 - (iv) Withdraws the offer during the period of validity/extended validity.
 - (v) When any of the information furnished by the tenderer not found true.
- **20.6** EMD shall remain valid for 90 days beyond the validity/extended validity of Bid.

The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

Section 4

GENERAL CONDITIONS OF CONTRACT

1.0 Security Deposit (Retention Money):

The EMD of the Successful Tenderer (Contractor) shall be retained by DFCCIL as part of Security and adjusted against Retention Money for the faithful fulfillment of the contract by the contractor. In addition, a Retention amount equal to 10% of each bill shall be retained till the total security including EMD available is 5% of the contract value. The Retention Money, unless forfeited in whole or in part according to the terms and conditions mentioned in the Tender Document, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention Money.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

2.0 Performance Security:

Within **15 days** from the date of issue of the Letter of Acceptance (LOA), the Successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized Bank of India or Scheduled Bank of India for** an amount equal to 5% of the contract value as per the Performa given in Annexure-I on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

Failure of the Successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the EMD. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act. The Bank Guarantee shall be valid upto 60 days after completion of work. In case, contract period is extended, the contractor shall get the validity of Bank Guarantee extended to cover such extended period plus 60 days. Performance Security shall be released 21 days after issue of Performance Certificate.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

3.0 Period of Contract:

One Year and further extendable by another One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.

4.0 Contract Agreement and Commencement of Work:

Within 30 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per Annexure II of the Tender Document. However, Contract Agreement can only be signed after submitting the

Performance Bank Guarantee. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

5.0 Statutory Compliances:

The Contractor shall;

- (i) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (ii) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
- (iii) If as a result of any claim arising out of any reasons stated in 5(b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- (iv) The Bidder shall comply all statutory requirements including compliance of Laws, Acts, Rules and Regulations.

6.0 Authorization and Attestation:

Tenders shall be signed by the person duly authorized/empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

7.0 Validity of Offer:

The offer shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

8.0 Rejection of Tender and Other Conditions:

- **8.1** The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.
- **8.2** Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.

- **8.3** If the Tenderer deliberately gives wrong information in his tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/Performance Security/any other moneys due.
- **8.4** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
- **8.5** Should a Tenderer or Contractor or in the case of a Firm or Company of Contractors / one or more of its Partners/Shareholders/Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

9.0 Variation:

Variation in each Item of Schedule of Rates and Quantities (both positive & negative) or as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. No vitiation will be permitted.

- 10.0 Estimated Cost of Work as indicated in the Section-1 and Section-3 is excluding GST. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure VII.
- **11.0** Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME is followed:
- (i) Participating MSEs 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:
 - a) District Industries Centers.
 - b) Khadi and Village Industries Commission.
 - c) Khadi and Village Industries Board.
 - d) Coir Board.
 - e) National Small Industries Corporation.
 - f) Directorate of Handicraft and Handloom.
 - g) Any other body specified by Ministry of MSME.
- (ii) The MSEs must also indicate the terminal validity date of their registration.
- (iii) 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.

Failing Clauses 11.0 (i), 11.0 (ii) and 11.0 (iii) above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME.

- **12.0** In pursuance of the Public procurement policy on MSE:
 - (i) Tender document will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 11.0 (i and iii) above for the item tendered.
 - (ii) MSEs registered with the agencies mentioned in Clause 11.0 (i and iii) above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
 - (iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs and Women may be indicated and proof of same may be enclosed.

13.0 Payment Terms:

- (i) Payment shall be made on quarterly basis for which contractor shall submit quarterly bill/invoice before 15th of every quarter for the previous quarter.
- (ii) GST shall be paid as per applicability based on the documentary proof.
- (iii) Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and 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 Central Government/State Government Rules/Norms as applicable.
- (vi) No advance payment shall be made.
- (vii) The contractor shall provide all the necessary details as required by DFCCIL for passing of Bill/Invoice.

14.0 Indemnity:

The Contractor shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Contractor 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 willful or not, and whether within or outside the premises including but not limited to any and all claims by the Contractor. **15.0** In performing the terms and conditions of the contract, the Contractor shall at all times act as an Independent Contractor. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Contractor. The Contractor shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Contractor and their hired personnel shall never under any circumstance whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

16.0 Force Majeure:

- **16.1** 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.
- **16.2** 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.

17.0 Resolution of Disputes and Arbitration:

- **17.1** 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 contract, 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.
- **17.2** Notwithstanding any disputes between the parties, the contractor 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.

18.0 Termination of Contract:

In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by DFCCIL by giving one month notice. In case if corrective action is not taken by the Contractor, DFCCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if Contract is to be terminated on the grounds

of serious misconduct or due to any act which requires immediate vacation of DFCCIL premises by the Contractor. In case of termination of contract, the Security Deposit shall be forfeited by the DFCCIL. Unsatisfactory Service in this case would be frequent absence or poor attendance of the Contractor's Personnel, delay or inability to complete the work in time, poor performance of the Contractor, poor quality of the work, inadequate resources deployed i.e. inadequate number of skilled and trained personnel deployed/inadequate number of machines deployed/inadequate capacity of machines, poor performance of machines, poor reliability of machines, poor quality of material/consumable used, non-availability of adequate quantity of materials/consumables, poor discipline among deployed personnel, discourteous behavior of deployed personnel etc. (which includes Usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) or any non-compliance of the Terms and Conditions mentioned in the Tender Document.

19.0 Jurisdiction of Courts:

The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

20.0 Rights of DFCCIL:

DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically affecting the core of the contract.

Section 5

SCOPE OF WORK

1.0 The Work of Digitization of Documents includes Scanning, Indexing and Verification. The work also includes Setting up of Scanning and Digitization Centre at the DFCCIL Corporate Office. DFCCIL is in the process of implementing NIC E-Office (E-File Lite). The Work of Digitization shall be as per the International Standards and it shall be possible to upload, open, transfer, store and retrieval of documents/drawings by using NIC E-Office (E-File Lite). It may be possible to integrate the same with the Document Management System of SAP as and when available during the duration of the contract.

1.1 Setting Up of the Scanning and Digitization Centre:

- (i) DFCCIL shall provide space for setting up of Scanning and Digitization Centre. Successful Tenderer (Contractor) shall furnish estimated technical/non-technical personnel to be deployed to set up Scanning and Digitization Facility in DFCCIL premises within 10 days from date of issue of Letter of Acceptance (LOA). The plan may contain requirement of gate passes/permission for manpower and machines. The plan may also include graphical representation of the comprehensive strategy to execute the work with in specified time schedule.
- (ii) Contractor shall set up the Digitization and Scanning Facility commensurate with the requirement of delivery schedule and the type and number of documents to be Scanned, Digitized and the format of its storage. This activity shall be completed within 10 days after DFCCIL provides space for installation. Contractor shall provide adequate number of high speed, high performance, high definition and high resolution machines and skilled and trained manpower with minimum capacity to carry out scanning and digitization of 100 pages per minute.

1.2 Pre-Scanning

- (i) The Contractor will perform all the pre scanning activities which may include (but not limited to) collection of documents, removal of unwanted dust, removal of tags, pins, threads, rubber bands, application of curative techniques to biologically infected or otherwise damaged documents etc., sorting and numbering of pages in the document file in correct order.
- (ii) The documents would be handed over in lots as agreed mutually between the Contractor and the DFCCIL. The Contractor shall provide acknowledgement of number of documents and number of pages in each document received from the DFCCIL. Number of documents/ pages in a file shall be checked in the presence of the representative of the DFCCIL.
- (iii) The Contractor will maintain a record of the document details in a Log Register while collecting and returning the documents. The Log Register shall include all the necessary information including the following:

- (a) Description of the Document collected /< file No.>
- (b) Size of the pages in the Document along with the count.
- (c) Total number of pages in the Document.
- (d) Collected from (DFCCIL representative's Name and Designation).
- (e) Collected by (Contractor representative's Name).
- (f) Date of Collection.
- (g) Expected Date of Return.
- (h) Returned to (DFCCIL Representative's Name and Designation)
- (i) Returned by (Contractor representative's Name).
- (j) Actual Date of Return.

In addition to the above, Job Requisition Slip as per the Format given by DFCCIL may have to be maintained duly signed by the DFCCIL's Representative.

- (iv) Contractor shall maintain and return the documents in their original form to the DFCCIL. Document shall be handled with extreme care so that their chronology is not disturbed. For example, Multi-Page Document that must be kept together (e.g., a letter with an attachment).
- (v) The Contractor will carefully unfold and flatten the documents to eliminate creases and wrinkles and ensure that document maintains its original form without any damage.
- (vi) Any damage to the document shall make the Contractor liable for penalty.
- (vii) The Contractor will take special care in preparing the documents which are too old and that may not be in good physical condition or are very delicate and may not be directly scanned. This may include (but not limited to) pasting of torn pages, straightening of pages, unbinding of files that cannot be scanned directly. Some old documents may require flat-bed scanners too. Contractor may use ironing process to straighten them. Documents should be prepared such that the Scanner can scan it.
- (viii) Contractor shall be responsible for any damage caused by them during the process of scanning and digitization of records and ensure that all such records are repaired at their own cost and information is retrieved. In case such retrieval of data or repair of record is not feasible the Contractor will compensate for the same by making payment to the DFCCIL towards the value of the damaged or lost data/document/record as valued by the DFCCIL. In addition to this, Contractor is liable to pay Penalty.

1.3 Scanning And Digitization

(i) Scanning resolution shall be 200/300/600 DPI or higher as per the condition of the document and as per the requirement of the DFCCIL and should be digitally cleaned before the scanning (as per the S.O. raw master image uncompressed and clean master image loss less compression shall be in file format Tiff 6.0 or better). The size of the scanned document shall be limited to the size prescribed by DFCCIL. In case of any scanned document/drawing having more than the prescribed size, some form of compression shall be applied to digitize records to enable storage and access in an efficient manner and that should be compatible with NIC E-Office (E-file) Lite version for uploading, opening, transfer, storage and retrieval of the document/drawing.

- (ii) Scanning is to done in True colour –ICC-International Color Consortium Specs, with white balance self-calibration to capture original colors.
- (iii) Image enhancement activities: Contractor should ensure that quality of scanned images is enhanced upto the optimum level and required image enhancement activities like Cropping, De-noise, De-skewing ,Smoothing, De-spackle, Contrast ratio setting, Water marking etc. (as required) have to be done on each image.
- (iv) The Digital images are to be supplied in TIFF, JPEG and readable PDF (A) format as per the following technical standards:
 - (a) 200/300/600 DPI in TIFF v6.0 LZW compression (ISO 12234-2:2001 or latest).
 - (b) JPEG v1.02 (ISO DIS 10918-1/ ISO/IEC 10918-5:2013 or latest) or JPEG 2000 (ISO/IEC 15444-1:2000/ ISO/IEC 15444-1:2016 or latest).
 - (c) Readable PDF/A (ISO 19005:1 / ISO 19005-1: 2005 or latest).
- (v) Colour Management

Colour management must begin with correct scanner operation and the time of capture so that the original scan is as accurate representation as possible. The aim point adjustments and white neutralization provide the starting point for good colour management. However additional steps must be taken to capture colour images that represent the original document well. When possible, the original document should be compared to the scanned image under controlled viewing conditions on a colour controlled monitor. Using graphics processing software such as Photoshop, the image may be adjusted so that the colours are a close match. During production, the required adjustment may be noted and run as a batch process.

- (vi) All the pages of a single file/document have to be stitched together to generate an exact replica of the physical file/document. The stitched file/document should be represented in a TIFF/PDF(A) format or any other standard format as per DFCCIL's requirement.
- (vii) Page Size of Physical File/Document can vary across Departments or even within the Department.
- (viii) The Contractor will be responsible for quality assurance and will go through all documents to see if they are complete and legible. The Contractor will undertake Quality Assurance processes for all aspects of processing and post-processing of records including image capture, indexing, storage and return. The Contractor's staff will perform quality control to ensure that each page is fully rendered, properly aligned, and free of aliasing/ distortions. Inspection and quality control data shall always be recorded on the worksheet accompanying each volume. When necessary (e.g., poor image capture of an illustration), the staff will re-scan from the original text and insert the image(s) into the proper image file sequence. Contractor shall employ automated quality analysis mechanism to ensure 100% percent quality check.
- (ix) Annotation and bookmark for relevant pages is to be recorded in the PDF files and stored as separate attributes in the database for search.

- (x) Metadata of each file/record is required to be recorded with the PDF file itself with conformance to the Extensible Metadata Platform (XMP) specification for storing rich metadata as per the requirement of the DFCCIL.
- (xi) Metadata should be exported in XML format with other details of the PDF file as and when required as per the requirement of the DFCCIL.
- (xii) The Contractor shall ensure that the quality of scanned images is enhanced to the optimum level and shall perform all such activities required to bring the scanned image to optimal level such as skew, de-skew (to make the image straight), cropping and cleaning of images like removal of black noises around the text, contrast ratio setting and providing equal margins around the text etc.
- (xiii) In case the documents are not legible, the Contractor shall scan the documents at a higher resolution or in Grayscale as the case may be. No extra payment shall be made for the same.
- (xiv)All the pages in a document including blank pages (only when such blank pages are numbered in the file/document) shall be scanned to produce exact replica of the original document.
- (xv) No page shall be scanned more than once. The File numbering will be checked by the Contractor and if there is any discrepancy in the numbering, it shall be sorted out with the concerned DFCCIL Representative.

1.4 Verification:

The Contractor shall ensure the verification of all the scanned documents, their Indexing and Cataloguing. Though the nominated representative of various Departments of DFCCIL may also cross-verify the scanned document, it shall be the responsibility of the contractor to verify all scanned documents, their Indexing and Cataloguing. If there is any improper Scanning or Indexing and cataloguing, the contractor shall re-work without any extra cost. The verification of the documents in a file which have already been scanned need to be done to ensure the following:

- (i) The scanned document is identical in content to the original and not tampered with.
- (ii) There is no missing scanned document.
- (iii) Care should be taken to ensure the completeness of the scanned documents when compared to the original physical document in terms of the content and number of pages.

1.5 Indexing & Cataloguing:

- (i) Contractor will create metadata fields required for indexing as per the requirement of the DFCCIL. Scanned documents/Images stored in digital form shall be indexed in the metadata fields using manual entry or suitable technology may be used.
- (ii) Contractor will establish procedure for checking the accuracy of indexing and making necessary corrections as accurate indexing is required for efficient retrieval of digital documents from digital storage media.

(iii) Once all documents are verified and pass Contractor's quality assurance phase, they will be stored on final digital media of the user's preference, complete with their indexes. At the end of the process all paper documents will be returned in their original form to the concerned department.

1.6 Post Scanning

- (i) After scanning, the physical document would be pinned together/tagged in the same form as it was given for scanning by the individual units of any department. At the end of the process all paper documents will be returned in their original form to the department.
- (ii) Each page shall be serially arranged and shall be counted while giving the documents back to the department.
- (iii) Version Control mechanism should be allowed. Version control has to be done in case of addendum to the pre-existing digitized file. Contractor will have to make this facility available in the capture and indexing module.
- (iv) The Contractor is required to use their own MIS tool to generate fortnightly reports for tracking the digitization status. These reports would contain basically summary of records scanned and stored.

1.7 Storage & Backup

- (i) The Contractor shall upload the scanned document in eOffice Lite (eFile) of NIC provided by DFCCIL. A login Id shall be provided by the DFCCIL to the contractor for necessary log-in in eOffice Lite (eFile) for uploading the documents.
- (ii) A folder structure/configuration management policy has to be followed while storing the digitized data in the DVD/ hard disk and or central storage provided by DFCCIL.
- (iii) Nomenclature of the digitized file should be in accordance with the DFCCIL standard and should be discussed with the End User Department.
- (iv) Copies of the scanned data (and metadata) shall be provided in CD/DVD/hard disk/ Centralized storage. Necessary storage media shall be provided by the DFCCIL. Contractor will create a Master copy for the End User and will provide the replica of Master copy as per the requirement of the End User.
- (v) Contractor shall use standard methodology for Scanning & Digitization and archiving so that in future, any Contractor can access the archival database.
- (vi) Contractor shall train the respective users on retrieving the records after file conversion.
- (vii) Contractor shall hand over CD/DVD/ hard disk (provided by DFCCIL) to user of the following: (a) Raw Master Image
 - (b) Clean Master Image
 - (c) PDF/A Image or any other format as decided by DFCCIL.

In addition to this, contractor shall provide the above in the centralized storage provided by the DFCCIL.

1.8 Training:

- (i) Contractor will provide training to DFCCIL personnel in accordance with their role and responsibilities which may be categorized as under:
 - (a) IT personnel.
 - (b) Administrators.
 - (c) Data Entry Operators.
 - (d) Information viewers and users.
 - (e) Any other Personnel.
- (ii) Training program should include following topics:
 - (a) Overview of the digitization initiative, its size, time frame, purpose and desired outcome.
 - (b) Use of digitization hardware and software, metadata creation, digital signature, process workflow.
 - (c) Digital image format
 - (d) Record handling techniques to avoid damage to records
 - (e) Use of file classification scheme for organizing images
 - (f) Maintenance of the records in their original order.
 - (g) Identification and processing records containing sensitive information.
 - (h) Documentation requirement for digitization.
 - (i) Standards and procedure for quality control.
 - (j) Varying work to avoid fatigue from repetition.
 - (k) Identification and process of specialized digitization techniques.
- (iii) Contractor's deployed Personnel may have to be trained in NIC E-Office (E-File Lite) for which necessary training will be arranged by the DFCCIL.

1.9 Transition Management

- (i) Post the contract period, the Contractor shall handover the related knowledge material, software etc. to DFCCIL.
- (ii) Post the contract period, if a new agency is selected by DFCCIL for the next contract, the Contractor will provide adequate knowledge transfer and training to the new agency's personnel. The knowledge transfer/training should necessarily cover details on the following:
 - (a) Document Retrieval,
 - (b) Nature and type of queries arriving at the helpdesk,
 - (c) FAQ's, manuals, documentation and other reference material prepared for issue resolution and any other.
- (iii) Scanning and Digitization work shall be compatible as per International Standards and it should be possible to retrieve the documents by the new agency as well.

1.10 Deployment of Resources:

1.10.1 Deployment of Computers/Laptops and Scanning Machines:

The Contractor has to deploy adequate number of Computers/Laptops and Scanners of Required Speed and Resolution with necessary software including Automated Document Feeder (ADF) Scanner, Flat Bed Scanner and Book Scanner in the DFCCIL Corporate Office. The Contractor will be responsible for upkeep and maintenance of Machines including consumables/material required for the Machines.

1.10.2 Deployment of Skilled and Trained Manpower:

The Contractor has to deploy minimum Two Skilled Personnel well conversant in the Digitization work in the DFCCIL Corporate Office. However, if required, Contractor may have to deploy additional Skilled and Trained personnel well conversant in the Digitization work in the DFCCIL Corporate Office with no extra cost to DFCCIL. The Deployed Personnel shall have Minimum Qualification of 12th Pass with Minimum One Year Experience in Digitization work. The Contractor shall be responsible for payment of Wages, PF, ESI etc. to the deployed personnel as per Minimum Wages Act and other Acts applicable.

1.11 General

- (i) The contractor shall be responsible for cleanliness and upkeep of premises occupied by him in the DFCCIL Corporate Office.
- (ii) Contractor shall provide 100% accuracy of data retrieval.
- (iii) Processed data must be free from virus/spyware/malware.
- (iv) The Contractor shall take utmost care to maintain data/document confidentiality. No data/document is passed on to anybody other than the Issuer. No soft copy or hard copy shall be retained by the contractor, other than the copy handed over to DFCCIL.
- (v) CD/DVD/HDD/ Centralized Storage or any other storage media will be provided by DFCCIL for storage of data. All other consumables required in digitization process viz. SS pins, tapes, print-outs, cartridges, tonner etc. shall be provided by the Contractor.
- (vi) Contractor shall be responsible for upkeep and maintenance of machines and other facilities provided by him for Scanning and Digitization work without any cost to the DFCCIL. Maintenance also includes spares and consumables as required.
- (vii) The Digitization of Documents work must be carried out in the premises of DFCCIL Corporate Office. Space will be provided free of cost by DFCCIL for the contractual period.
- (viii) The Contractor has to pay electricity charges on the rates as specified by DFCCIL. A separate Electrical Energy Meter will be provided by DFCCIL for recording the consumption of electricity.

- (ix) The Contractor shall be fully responsible for Safety and Security of his deployed Personnel and Machines. DFCCIL shall be fully indemnified.
- (x) The full copyright of all the material scanned and digitized would rest with the DFCCIL for all time use.
- (xi) The ownership of scanned and digitized documents and records as well as documents and records given for scanning and digitization rests with the DFCCIL and the contractor shall have no propriety and any other rights in respect of the same.
- (xii) DFCCIL is in the process of implementing paperless office. As a part of implementation of paperless office, E-Office application will be also implemented. Therefore, any software/ application used should be compatible with E-Office application software of NIC or other recognized agencies.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

1.0 Contractor Obligations

- 1.1 Contractor shall be required to install and maintain adequate IT infrastructure of hardware and software such as Computers, Scanners, UPS, Network setup etc. at DFCCIL Corporate office premises at his own cost.
- 1.2 All the scanned and digitized data and documents shall be the property of the DFCCIL and Contractor shall have no right, title or interest in it. DFCCIL shall have the exclusive right to use it anywhere and in any manner.
- 1.3 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 1.4 It shall be the responsibility of the Contractor to deploy only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 1.5 The Contractor shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Contractor would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non- compliance. The Contractor shall have valid registration certificate for ESI, EPF and Contract labour (Regulation and Abolition) Act 1970.
- 1.6 The Contractor would comply with the statutory requirements; rules and regulations applicable to deployed persons by the Contractor in the DFCCIL premises and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Contractor 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 all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 1.7 The Contractor shall not terminate the services of deployed personnel unilaterally. In case any hired staff is proposed to be replaced/terminated by the Contractor, such action should be taken only with the approval of DFCCIL.

- 1.8 No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 1.9 The Contractor shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 1.10 All Deployed personnel will have to follow Biometric Attendance cum Access Control System available in the DFCCIL Corporate Office.
- 1.11 The Contractor 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 Contractor to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.
- 1.12 The Deployed personnel shall be in proper Uniform. The Deployed personnel shall be provided with Colour Photo Identity Cards by the Contractor.
- 1.13 In case the person deployed by the Contractor is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 1.14 Contractor shall ensure that all information, data and or documents given to them by the DFCCIL are kept confidential. The entire work of scanning/ digitization/ repairing of old records are entrusted to the Contractor under trust and hence any leakage of information or passing of the information for any commercial purpose/exploitation or any other purpose whatsoever shall amount to committing an offence of stealing and criminal breach of trust liable for criminal prosecution.
- 1.15 No documents shall be allowed to be taken or transmitted outside the DFCCIL corporate office premises without written permission from DFCCIL administration, in any manner whatsoever. No employee of Contractor shall share any documents or information relating to it to any outside unauthorized person. Violation of the will render immediate termination of contract and no payments will be made to the Contractor along with forfeiture of Performance Security. Contractor shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.
- 1.16 Contractor shall be principal employer for all the worker, laborer, out sourced persons and such persons shall not have any right to claim, any right of employment or contract with the DFCCIL.
- 1.17 The Digitization of Document work Premises shall function on all working days from Monday to Friday from 09.30 A.M to 07.00 P.M and on Saturday from 09.30 A.M to 05.00 P.M. The Premises shall be opened at 09.00 A.M on all working days including

Saturdays and shall be functional from 09.30 A.M onwards. The Premises will remain normally closed on Sundays and other Holidays unless specifically mentioned by the DFCCIL Official In-Charge or his representative to keep the premises open. In case, if premises are required to be opened on Sundays/Holidays or are to be kept opened beyond closing time, DFCCIL has the option to do so and permission to do so would be specific.

2.0 DFCCIL Obligations

- 2.1 DFCCIL shall provide adequate space and access to the authorized personnel of the Contractor to work in the specified area. DFCCIL shall also nominate a Nodal officer from its organization to coordinate with Contractor to set up the digitization facility.
- 2.2 DFCCIL shall nominate representative (department wise) who will hand over the records to be digitized to the authorized person of the Contractor and also take back the same.
- 2.3 DFCCIL shall nominate authorized representative to receive and verify the quality and quantity of the digitized records. Such representative will be authorized to verify Contractor's invoices / bills /claims to enable the payment to the Contractor.
- 2.4 All storage area networks (SAN), network area storages (NAS), all type of server's hardware including application servers and web servers, operating system software, RDBMS, firewalls, LAN, DMS etc. required to host the digitized records shall be provided by the DFCCIL.
- 2.5 Metadata field description shall be provided by DFCCIL along with documents.

3.0 Other Requirements

- 3.1 The Contractor shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by DFCCIL, out of DFCCIL corporate office premises without prior written permission from DFCCIL.
- 3.2 Contractor acknowledges that DFCCIL's business data and other DFCCIL's proprietary information or materials, whether developed by DFCCIL's or being used by DFCCIL pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to DFCCIL, and Contractor agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Contractor to protect its own proprietary information. Contractor recognizes that the goodwill of DFCCIL depends, among other things, upon Contractor keeping such proprietary information confidential and that unauthorized disclosure of the same by Contractor could damage DFCCIL's and by that reason of Contractor's duties hereunder. Contractor may come into possession of such proprietary information, even though Contractor does not take any direct part in or furnish the services performed for the creation of said proprietary

information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Contractor shall use such information only for the purpose of performing the said services.

- 3.3 Contractor shall, upon termination of this agreement for any reason, or upon demand by DFCCIL, whichever is earliest, return any and all information provided to Contractor by DFCCIL, including any copies or reproductions, both hardcopy and electronic.
- 3.4 **Ownership and Retention of Documents**: DFCCIL shall own the documents, prepared by or for the Contractor arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by DFCCIL, the Contractor shall deliver to DFCCIL all documents provided by or originating from DFCCIL and all documents produced by or from or for the Contractor in the course of performing the Services, unless otherwise directed in writing by DFCCIL at no additional cost. The Contractor shall not, without the prior written consent of DFCCIL store, copy, distribute or retain any such Documents.

4.0 Penalties

- 4.1 Penalty of Rs. 500/- per occasion per day subject to a maximum of Rs. 1500/- per day can be imposed for any non-compliance of terms and conditions mentioned in the Tender Document/Contract Agreement including the following:
 - (i) Discourteous behavior of Deployed Personnel.
 - (ii) Undisciplined behavior (which includes usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) of Deployed Personnel.
 - (iii) Absence or Poor Attendance of Deployed Personnel.
 - (iv) Delay or Inability to Complete Work in time.
 - (v) Poor Performance of the Contractor/Deployed Personnel.
 - (vi) Not wearing proper uniform.
 - (vii) Not displaying Colour Photo Identity Cards.
 - (viii) Poor Quality of Work.
 - (ix) Inadequate Resources Deployed i.e Inadequate Number of Skilled and Trained Personnel Deployed/Inadequate number of Machines deployed/Inadequate Capacity of Machines.
 - (x) Poor Performance of Machines.
 - (xi) Poor Quality of Materials/Consumables used.
 - (xii) Non-availability of adequate quantity of Materials/Consumables.
 - (xiii) Late Arrival/Early Departure of Deployed Personnel.
 - (xiv) Damaging or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL or of other stakeholders available in the DFCCIL Corporate Office.

The decision regarding penalty and imposition of penalty shall be solely under the discretion of the Officer In-charge of the DFCCIL.

5.0 Shramik Kalyan Portal of Indian Railways:

5.1 Contractor is to abide by the provisions of Payment of Wages Act and Minimum Wages Act.

In order to ensure the same, Indian Railways has developed an application and hosted on website <u>www.shramikkalyan.indianrailways.gov.in</u>. Contractor shall register his Company/Firm/Agency and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/Updation of Portal shall be done as under:

- a) Contractor shall apply for one time registration of his Company/Firm/Agency in the Shramik Kalyan Portal with requisite details subsequent to issue of Letter of Acceptance (LOA). Officer Incharge shall approve the Contractor's Registration on the Portal within 7 days of receipt of such request.
- b) Contractor once approved by Officers Incharge, can create password with Login ID for subsequent use of Portal for all LOAs issued in his favour.
- c) Contractor once registered on the Portal, shall provide the details of his Letter of Acceptance (LOA) on Shramik Kalyan Portal within 15 days of Issue of LOA for approval of DFCCIL Officer Incharge. Officer Incharge shall update (if required) and approve the details of LOA filled by the Contractor within 7 days of receipt of such request.
- d) After approval of LOA by Officer Incharge, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan Portal on Monthly Basis.
- e) It shall be mandatory upon the Contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payment made thereof after each wage period.
- 5.2 While processing payment of any "On Account Bill/Running Bill" or "Final Bill" or released of "Performance Guarantee/Security Deposit", Contractor shall submit a certificate to the DFCCIL Officer Incharge that "I have uploaded the correct details of Contract Labours engaged in connection with this contract and payment make to them during the wage period in Shramik Kalyan Portal at <u>www.shramikkalyanportal.indianrailways.gov.in</u> till ______ Month _____ Year.

<u>SECTION-7</u> ANNEXURES

ANNEXURE-I

Format of Bank Guarantee for Performance Security			
Bank Guarantee No.:			Dated:
То,			
Dedicated Freight Corridor Corporation of India Limite	d		
Metro Station Building Complex, 5 th Floor,			
Pragati Maidan, New Delhi.			
Reference: Contract No, av	warded on		
This deed of Guaranty made this day of	between		(name of Bank)
having registered office at and branch offi			
as "Bank") of the one part and			
Dedicated Freight Corridor Corporation of India	Limited ha	s awarded	the contract no.
for constructio	n of		(hereinafter called
"the contract") to M/s			
(hereinafter called "the Contractor").			
Whereas the contractor is bound by the said Contract	ct to submit	to the Empl	oyer an irrevocable
performance security guarantee bond for a total amou	int of Rs	(Rs. in words).

Now, we the undersigned (Name of Bank official), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. ______ (Rs. in words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words) only.

We ______ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We ______ (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of

the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ______ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under the guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we ______ (name of bank) unconditionally undertake to renew this guarantee or to extent the period of guarantee form year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we

(name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We ______(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear of enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

The expressions "the Employer", the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

We ______ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- Our liability under this Bank Guarantee shall not exceed and restricted to Rs. _____ (in words).
- 2. This Bank Guarantee shall be valid from to ______, unless extended on demand by Employer.
- The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before ______.
 IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on ______.
 - IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of ______ being herewith duly authorized.

Bank Seal

Signature of Bank Authorized Official with seal

Name: Designation: Address:

Page **37** of **46**

Witness:

- Name Designation Address
- 2. Name

Designation Address

ANNEXURE-II

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 ----- between DFCCIL herein after called "the Employer" of the one part and M/s-----herein after called "the contractor" of the other part.

Whereas the Employer is desirous that the work of "Herein after called the "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 herein after referred to.
- **2.** The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - i) Letter of Acceptance (LOA).
 - ii) Notice Inviting Tender.
 - iii) Check List for Documents to be submitted.
 - iv) Instructions to Bidders.
 - v) General Conditions of Contract.
 - vi) Scope of Work.
 - vii) Special Conditions of Contract.
 - viii) Financial Bid.
 - ix) Corrigendum/Addendums if any.
 - x) Successful Tenderer's Submittal.
 - xi) All Tender Forms & Annexure.
 - xii) The Bidder's undertaking.
 - xiii)Documents to be submitted as per Check Sheet not covered in Successful Tenderer's Submittal/Any Other Relevant Document.
- **3.** In consideration of the payment to be made by the Employer to the Contractor as herein after 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.
- **4.** 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.

5. OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.

IN WITNESS WHERE OF 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 Signature of the Authorized Official Name of the Official Stamp/Seal of the Contractor SIGNED, SEALED AND DELIVERED For and On Behalf of the Employer Signature of the Authorized Official Name of the official Stamp/Seal of the Employer

By the Said		
Name		
On Behalf of the Contractor in the		
Presence of		
Witness		
Name		
Address		

Note:

*to be made out by the Employer at the time of finalization of the Form of Agreement**blanks to be filled by the Employer at the time of finalization of the Form of Agreement

***TO BE DELETED IF NOT APPLICABLE

ANNEXURE-III

CONSTITUTION OF THE FIRM/COMPANY

- 1. Full name of Contractor's Company/Firm/Agency and Year of Establishment.
- 2. Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any.
- Registered/Branch Office in India. ______
 Address on which correspondence regarding this tender should be done.
- 4. Constitution of Firm/Company (Give full details including Name of Partners/Executives/Power of Attorney/Holders etc.) Documentary Evidence to be attached.
- 5. Particulars of Registration with Government.

ANNEXURE-IV

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

M/s..... has provided Photocopy and Allied Job Work to this Department/Organization. The details are as under:-

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

- In case of ongoing work/service, please indicate the payment made to the contractor for F.Y. 2016-17, 2017-18 ,2018-19 and 2019-20
- 9. Performance of the Contractor _______.

ANNEXURE-V

DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN THE LAST THREE FINANCIAL YEARS (2016-17, 2017-18 AND 2018-19) AND THE CURRENT FINANCIAL YEAR i.e. 2019-20 (April 2019-Till Date)

S.N.	FINANCIAL YEAR	TOTAL TURNOVER IN RS.
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	2019-20 (April 2019-Till Date)	
	TOTAL	

Note:

- (i) For Financial Years 2016-17, 2017-18 and 2018-19, Copies of the Audited Balance Sheets may please be attached.
- (ii) For 2019-20 (April 2019-Till Date), Un-Audited Results of Turnover of the Company/ Firm/Agency may be submitted Certified by the Chartered Accountant.

ANNEXURE-VI

Performa for Affidavit. {on the Letterhead of the Bidder}

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

Signature of Proprietor/Director/Partner

With official stamp.

ANNEXURE-VII

Declaration for DFCCIL

This is to confirm that I, ______ (Name of Authorized Person of Company/Firm/Agency), ______ (Designation of this Person) at ______ (Name of the Company/Firm/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 Services Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case ______ (Name of the Company/Firm/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 Authorized Person	
Name of the Authorized Person	
Designation	
Name of the Company/Firm/Agency	

SECTION-8

FINANCIAL BID

1. Quoted Rates will be inclusive of all i.e. Deployment of Resources (Machines and Skilled and Trained Manpower), Licensed Software, Upkeep and Maintenance of Machines, Training, Materials, Consumables, Labour, Transport, Handling, Collection etc. and excluding GST.

2. Schedule of Rates and Quantities:

S.N.	Size of Documents/Drawings	Unit Price Excluding GST (in Rs.)
1.	A0	15
2.	A1	8.5
3.	A2	3.5
4.	A3	0.6
5.	A4/ Legal	0.45
Estim	ated Cost Excluding GST in Rs.	17,06,700
•	Percentage Above/At Par/Below of the ated Cost Excluding GST	% (In Figures)
Single	Percentage Above/At Par/Below of the	%
Estim	ated Cost Excluding GST	(In Words)
Note: The Percentage Quoted by the Bidder shall be applicable on Base Rates of all the Items as mentioned above.		

3. General:

- (i) Bidder is required to quote percentage as mentioned above in the given format of excel sheet on website <u>www.tenderwizard.com/dfccil</u>. Only Percentage quoted Online shall be considered for Tender Evaluation.
- (ii) The percentage should be quoted in figures and words. If there is any variation between the percentage quoted in figures and words, the percentage quoted in words shall be taken as correct percentage.

End of Tender Document	
------------------------	--

Page **46** of **46**