



(Tender No.: HQ/Admin/Tender/Photocopy work/16)

Sub.: Tender for photocopy and allied job work in DFCCIL's Corporate office.

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Notice Inviting Tender (NIT)
(Tender No.: HQ/Admin/Tender/Photocopy work/16)

Sealed bids in a single packet system are invited from reputed and financially sound firms for photocopying and allied job work in the Corporate Office of Dedicated Freight Corridor Corporation of India Ltd, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001 as per schedule:-

| | |
|-----------------------------------|---|
| Name of work | : Photocopying and Allied Job work in DFCCIL's Corporate Office. |
| Estimated Value of work | : Rs. 44,39,160/- (Rupees Forty four lakh thirty nine thousand one hundred sixty only). |
| Duration of contract | : Two years |
| Bid Security/EMD | : Rs.88,784/- (Rupees eighty eight thousand seven hundred eighty four only) |
| Date of sale of Tender | : 28.03.2016 to 21.04.2016 (on all working days from 10.00 hrs. to 18.00 hrs.) |
| Last date of receipt of bids | : 22.04.2016 upto 15:00 hrs |
| Date and time for opening of bids | : 22.04.2016 at 15:30 hrs |

Tender can be purchased from DGM/Admin., DFCCIL, 5th Floor, Pragati Maidan Metro Station Building, New Delhi-110001 from 28.03.2016 to 21.04.2016 (on all working days from 10.00 hrs. to 18.00 hrs.) on payment of Rs.3,000/- (Rupees Three Thousand only) in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. Tender is non transferable.

Tender can also be downloaded from the website www.dfccil.gov.in. In such case the cost of tender will be deposited alongwith the tender. Detailed terms & conditions and future corrigendum/addendum will be posted on our website.

Date:21.03.2016



DGM/Admin
DFCCIL

SECTION-1

INSTRUCTION TO THE BIDDERS

- 1. Group General Manager (Admn), DFCCIL, for and on behalf of DFCCIL invites, bids under single packet system from the bidders for photocopying and allied job work in DFCCIL's Corporate office.**

2. ELIGIBILITY CRITERIA

| Sl.No. | Criteria | Document required |
|---------------|--|---|
| I. | Bidder should have successfully completed atleast one photocopying work costing not less than 35% of the estimated value of work in the last three Financial years (i.e. current year and preceding 3 years) for any government department/PSU in their premises. | The bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-I of the bid document. |
| II. | Bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the estimated value of work. | Copy of audited Profit/Loss Account, Balance Sheet, Self certified copy of Income-Tax Return certified by Chartered Accountant. |
| III. | Sale Tax, Service Tax, PAN registration | Self certified copy of Valid Sale Tax/Service-Tax Registration and PAN -CARD are to be furnished. |

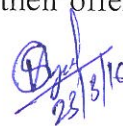
- 3. Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.**
- 4. Tender can be purchased from DGM/Admin, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001 from 28.03.2016 to 21.04.2016 (on all working days from 10.00 hrs. to 18.00 hrs.) on payment of Rs. 3,000/- in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. In case the tender is downloaded from website, the cost will be deposited alongwith the tender. Tender without tender cost (non refundable) will be rejected.**
- 5. Bids must be accompanied by Bid security of Rs.88,784/- (Rupees Eighty eight thousand seven hundred eighty four only) by a crossed Demand Draft issued by any Nationalized / Indian Scheduled commercial Bank drawn in favour of**

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Dedicated Freight Corridor Corporation of India Ltd, payable at Delhi. Bids received without Bid security shall be summarily rejected.

6. No interest shall be paid on Bid Security. The Bid security of the successful bidder shall be adjusted against Retention money. The Bid security will be forfeited if the bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance guarantee.
7. Bid documents along with Bid security and cost of tender should be submitted in sealed covers super-scribed as Tender for Photocopying and allied job work in DFCCIL's Corporate Office. Tender No.:-HQ/Admn/Tender/Photocopy work/16 should be deposited in the Tender Box kept in the office of DFCCIL, Pragati Maidan Metro Station Building Complex, New Delhi latest by 15:00 hrs on 22.04.2016.
8. The bids would be opened at as per schedule in the presence of representatives of the agencies who choose to remain present. Submission of bids by the Bidder implies that he has fully read and understood the NIT instructions, general conditions and all other contract documents and other factors bearing on execution of works.
9. DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.
10. The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his Bid security. The bidders cannot withdraw their offer within the period of validity / extended validity.
11. Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.
12. All entries in the tender should be legible and filled clearly. Overwriting, cuttings, if any, must be initialed by the person authorized to sign the tender bids.
13. The rates should be quoted in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in "**Words**" shall be taken as correct.
14. The bidders may visit/examine the site and its surrounding on any working day to assess the scope of work before submitting their offer.

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SECTION - 2

GENERAL CONDITIONS OF CONTRACT

1. **GENERAL CONDITIONS OF CONTRACT** will form an integral part of the Bid and contract, which is enclosed along with the tender documents. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the general conditions & specifications of contract as well as other conditions of tender etc.


2. **RETENTION MONEY-**

The Bid security of the successful bidder 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 money amounting to 10% of each bill shall be retained till the total security available is 5% of the contract value. The Retention money, unless forfeited in whole or in part according to the terms & conditions, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention money.

3. **PERFORMANCE GUARANTEE-**

Besides, retention money, the successful bidder shall also have to submit Performance Guarantee (PG) amounting to 5% of the contract value in the form Bank Guarantee (BG) as per prescribed format from any Nationalized/Indian scheduled commercial bank within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for the work.

The performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be valid upto two months after the expiry of defect liability period. In case, the time for completion of work gets extended, the contractor shall get the validity of performance guarantee extended to cover such extended time for completion of work plus 60 days. The performance guarantee shall be released 21 days after the issue of performance certificate. When the contract is rescinded, the retention money shall be forfeited and the performance guarantee shall be encashed.



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4. PAYMENT TERMS:

The bill shall be submitted by the Contractor at the end of every month in duplicate. The payment shall be made, after deducting necessary TDS within 15 days from the date for receipt of correct Bill. TDS, and any other Govt. levies applicable on bill as per Govt. of India instructions issued time to time shall be deducted. No enhancement of rates will be allowed for the job contract during the currency of the contract.

5. OBLIGATION OF DFCCIL:-

DFCCIL shall be responsible for providing the space to keep the photocopying machines and the power supply only. Energy meter will be installed at documentation center at Corporate Office and the vendor is required to pay the electric bill raised by DFCCIL on monthly basis. If the bill is not timely paid the same will be recovered from the photocopy bill with suitable penalty.

6. DURATION OF THE CONTRACT:-

Contract shall be deemed to have commenced from date of issuance of Letter of Acceptance and shall be in force for a period of two years extendable further for one year at the discretion of DFCCIL.

7. VARIATION:-

25% variation as a whole (both positive & negative) on overall cost is permissible under this contract. Same rates shall be applicable for each item of variation. Beyond 25% variation (both positive and negative) rates will be required to be renegotiated. No variation will be permitted.

8. TERMINATION OF CONTRACT:-

However, in case of non-compliance of any of the special conditions or unsatisfactory performance, paper used by the contractor is not up to the mark and also in case of not completing the work within the requisite time period or keeping the work pending; the contract is liable for termination by DFCCIL at one week's notice without any financial repercussions on DFCCIL.

9. MATERIAL AND EQUIPMENT:-

The contractor is required to install heavy duty, good quality digital Photocopy machines of reputed brands (RICOH/XEROX/CANON or equivalent) having capacity of 60 copies per minute and reversible automatic documents feeder and electronic sorter alongwith facilities including that for set making, back to back photocopying, scanning etc. at their own cost in DFCCIL, Corporate Office. The successful bidder shall keep a stock of toner and other consumable items. Maintenance of machines shall be the complete responsibility of the contractor. All the spares, repairs, consumables etc and

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services are to be borne by the contractor and nothing extra shall be payable for any reason whatsoever. Photocopies are required to be done on 75 gsm branded paper (JK copier/Century/Bilt/Equivalent).

10. INDEMNITY:-

DFCCIL is neither responsible nor liable to pay any compensation for injury/death caused to the contractor's operating staff in the event of any accident on DFCCIL duty. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations. The Contractor is liable for stationery, consumables, manpower deployed in DFCCIL for the entire period of contract.

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.

11. FORCE MAJEURE-

The Obligations of DFCCIL and the contractor shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

12. PENALTY

In case the Contractor for any reason is not able to execute the job as per time schedule or required quality, DFCCIL reserves the right to get the same done from the market at the risk and cost of the Contractor plus 25% extra administrative cost.

13. MEASUREMENT OF WORKS

The contractor shall undertake the work and get the job requisition slips signed by the concerned officer. It shall be the responsibility of the Contractor to provide photocopy and allied works at our office during/after (in case of exigencies) working hours as per the instructions of In-charge. The machine along with the operator shall be in use daily from 09:30 hrs to 19:00 hrs on normal days. In case the officer in charge desires the operator may have to continue to work in late night hours and on holidays without extra cost of financial burden to DFCCIL.

Under no circumstances, the agency shall appoint any sub-agency otherwise the contract shall be liable to be terminated.

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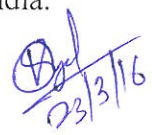
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- 14. The contractor shall be responsible for police verification of the operating staff. Such staff shall also be provided with colour photo Identity Card by the contractor.
- 15. The Officer in-charge shall have power of general supervision and direction of the work. He shall also have authority to inspect and reject the photocopy works/materials, which do not conform to the specifications/quality.
- 16. Outside work will not to be carried out at the DFCCIL premises.
DFCCIL reserves the right to accept or reject any / all the tender(s) without assigning any reason.

17. RESOLUTION OF DISPUTES & ARBITRATION

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

- 18. Law governing the contract- The contract shall be governed by the law for the time being in force in the Republic of India.


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SECTION-3

SCHEDULE OF QUANTITIES AND RATES

1. There are three (03) schedules in the Schedule of quantities and rates. The bidder has to quote a single flat percentage above / below the base rate separately for each schedule.
2. The Financial bid shall be evaluated on the basis of sum total of the value of Schedule (A), Schedule (B) and Schedule (C) quoted by the bidder.
3. The quoted rate for evaluation will be worked based on the percentage quoted by the tenderer against the schedules.
4. Quoted rates will be inclusive of VAT/ all taxes / charges, free collection, set making and nothing extra is payable on any account.

SCHEDULE 'A'

| Sl.No. | Description of Items | Base Rates (in Rs.) Incl. of all taxes |
|----------|---------------------------------------|---|
| 1 | Black & White Photocopying | |
| i. | A4 Size paper | 0.31 |
| ii. | A3 Size paper | 0.81 |
| iii. | A2 Size paper | 7.63 |
| iv. | A1 Size paper | 11.29 |
| v. | A0 Size paper | 17.99 |
| 2 | Multicolour Photocopying | |
| i | A4 Size paper | 6.41 |
| ii | A3 Size paper | 14.03 |

Estimated cost Rs. 26,33,642.74.

The rate to be quoted by bidder for items covered under Schedule 'A': -----
-----% above / below the base rate. (indicate in words also).

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SCHEDULE 'B'

| Sl.No. | Description of Items | Base Rates (in Rs.) Incl. of all taxes |
|-----------|-----------------------------------|---|
| 1. | Multi colour Printout | |
| i. | A4 Size paper | 3.01 |
| ii. | A3 Size paper | 6.02 |
| iii | A2 Size paper | 15.51 |
| iv | A1 Size paper | 21.46 |
| v | A0 Size paper | 33.41 |
| 2. | Black & white Printout | |
| i | A4 Size paper | 0.61 |
| ii | A2 Size paper | 10.33 |
| iii | A1 Size paper | 18.23 |
| iv | A0 Size paper | 26.65 |

Estimated cost Rs. 14,45,870.55.

The rate to be quoted by bidder for items covered under Schedule 'B': -----
--% above / below the base rate. (indicate in words also).

SCHEDULE 'C'

| Sl.No. | Description of Items | Base Rates (in Rs.) Incl. of all taxes |
|-----------|-----------------------|---|
| 1 | Spiral Binding | |
| i | Upto 100 page | 8.01 |
| ii | Upto 300 page | 12.59 |
| 2. | Lamination | |
| I | A4 Size paper | 7.4 |
| ii | A3 Size paper | 10.45 |
| 3 | Ivory Sheet A4 | 1.21 |
| 4 | Transparency | 1.21 |
| 5 | Separators | 1.14 |

Estimated cost Rs. 3,59,646.77.

The rate to be quoted by bidder for items covered under Schedule 'C': -----
--% above / below the base rate. (indicate in words also).



(Name & Signature of the bidder)

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Annexure-I

Performa for Experience Certificate

To whomsoever it may concern.

M/s _____ has provided photocopy job work in this department/ Organization and the details of the work are as under:-

- (i) Name of work :
- (ii) Agreement/ contract No. and date :
- (iii) Date of start of work/service :
- (iv) Date of completion of work/service :
- (v) Total value of work/service during Contract period :

(Name and designation of the officer with seal of the deptt.) Tel. no.

(Signature)
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Details of the Bidder:

| S. No. | Particulars | Details | | |
|--------|--|---------|---------|---------|
| 1 | Name of bidder | | | |
| 2 | Address with Telephone and fax no. | | | |
| 3 | Status of applicant (individual/proprietorship firm/partnership firm/private limited/society/autonomous bodies(attach documentary evidence)) | | | |
| 4 | Types of the services provided | | | |
| 5 | Annual turnover of last three financial years | 2012-13 | 2013-14 | 2014-15 |
| 6. | Name of the person/official authorized to deal with DFCCIL. | | | |


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Signature of Bidder

Name & Bidder's
Address

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Dated:-

To,
Group General Manager/Admn,
DFCCIL,
5th floor,
Pragati Maidan Metro Station Building Complex,
New Delhi-110001.

Sub.:- Tender for Photocopying and allied job work in DFCCIL's Corporate Office.

Ref.: Tender No.: HQ/Admn/Tender/Photocopy work/16

1 - I/We. have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Bid security. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Terms & Conditions of the Contract and to carry out the work according to the general conditions as laid down by the DFCCIL Administration for the execution of present contract.

2- Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.


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Signature of Bidder

Name & Bidder's
Address

CHECK LIST.

1. All pages of Bid document duly stamped & signed by authorised signatory;
2. Demand Draft of Rs. 3,000/- as cost of tender form;
3. Demand Draft of Rs. 88,784/- as EMD/Bid Security;
4. Schedule of quantities and rates.
5. Experience Certificate as per Annexure-I;
6. Financial statements as per Eligibility criteria, Registration certificate for VAT, Service Tax, PAN etc.


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Format of Bank Guarantee for Performance Security

Bank Guarantee No.:-----

Dated:-----

To,

Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi

Reference:- Contract No. -----, awarded on -----

This deed of Guaranty made this day of -----between ----- (name of Bank) having registered office at ----- and branch office at ----- (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. ----- for construction of ----- (hereinafter called "the Contract")

To M/s -----its registered office at ----- (hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount 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.


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(Continue from page 1, BG No., Dated))

Notwithstanding anything to the contrary contained herein the liability of the bank under this 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 undertakes to renew this guarantee or to extend the period of guarantee from 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 or 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 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:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. (in words).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) 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 this day of being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal

Name:

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name: Designation:

Address:

No