



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A Government of India Enterprise under Ministry of Railways)**

Tender Document

**Name of Work: Photocopy and Allied Job Work for the
DFCCIL Corporate Office, New Delhi**

**Tender No.: HQ/Admin./Tender/Photocopy Works/19
(Participation through E-Tender only)**

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

April 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**



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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 Photocopy and Allied Job Work for DFCCIL Corporate Office, New Delhi as per the following schedule:-

1.1	Tender No.	HQ/Admin./Tender/Photocopy Works/19
1.2	Name Of Work	Photocopy and Allied Job Work for the DFCCIL Corporate Office,
1.3	Type of Tender	E-Open Tender, Single Packet System
1.4	Duration of Contract	Two Years and further extendable by 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. 33,77,534/-Excluding GST
1.6.	Cost of Tender Document (Non- Refundable)	Rs. 3,000/- Plus GST@ 18% = Rs. 3540/- 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.3,378/- 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.67,551/- (Rs. Sixty Seven Thousand Five Hundred Fifty One only) by a DemandDraft/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)	From 04/04/2019 at 18:00 hrs. on www.tenderwizard.com/DFCCIL .
1.10	Last Date and Time of Submission of Tender (Online)	24/04/2019 upto 15.00 hrs. on www.tenderwizard.com/DFCCIL .
1.11	Last Date and Time of Submission of Documents in Physical Form.	24/04/2019 upto 15.00hrs.
1.12	Date of Time of Opening of Tender (Online)	24/04/2019 at 15.30 hrs. on www.tenderwizard.com/DFCCIL .

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 E- Tendering	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.tenderwizard.com/DFCCIL and on Telephone No. 011-49424365 or Mob. No. 9599653865.
1.16	Availability of Tender Documents	The Tender documents can be downloaded from 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 www.tenderwizard.com/dfccil. 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: Tender for Photocopy & Allied Services for the DFCCIL Corporate Office, New Delhi.

Ref.: Tender No. HQ/Admin./Tender/Photocopy Works/19.

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.

2. 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.	Registration Certificate for ESI, EPF & Contract Labour (Regulation and Abolition) Act 1970.	
6.	Certified Copy of GST No, PAN Card & Aadhar Card.	
7.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency 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 (2015-16, 2016-17 & 2017-18 and financial year just completed 2018-19) and Copy of Audited Balance Sheets for Financial Years 2015-16, 2016-17 & 2017-18 and Un-Audited Turnover for the financial Year 2018-19 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 24/04/2019 at the Address mentioned in the NIT.
- (iii) Financial Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com.DFCCIL and then is to be filled, saved and uploaded (through digital signature) on the same website 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.

SECTION - 3

INSTRUCTIONS TO BIDDERS

1.0 The Salient Features of the Contract are as follows:

i.	Tender No.	HQ/Admin./Tender/Photocopy works/19
ii.	Name of Work	Photocopy and Allied Job Work for the DFCCIL Corporate Office, New Delhi.
iii.	Duration of Contract	Two Years and further Extendable by 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. 33,77,534 /- Excluding GST.
v.	Earnest Money Deposit (EMD)	Rs. 67,551/- (Rs. Sixty Seven Thousand Five Hundred Fifty One 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.67,551/-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
(i)	<p>The Bidder should have successfully completed at least one work of providing Photocopy and Allied Job Work costing not less than 35% of the Advertised Tender Value of Work (Estimated Cost of Work) in the last Financial year just completed i.e. 2018-19 and Financial years 2015-16, 2016-17 & 2017-18 for any government department/PSU. Date of start of work may not fall in this period.</p> <p>OR</p> <p>The Bidder should be carrying out at least one Work of providing Photocopy and Allied Job Work for at least 2 years with average annual payment not less than 17.5% of the Advertised Tender Value of Work (Estimated Cost of Work) in any Government Department/PSU.</p>	The Bidder has to submit certificate issued by 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 as per ITCCs/Audited Balance Sheets.	Details of Contractual Payment Received in Financial Years (2015-16, 2016-17, 2017-18 and financial year just completed i.e. 2018-19) and Copy of Audited Balance Sheets for Three Financial Years i.e 2015-16, 2016-17, 2017-18 and Un-Audited Turnover for the Year 2018-19 Certified by Chartered Accountant as per Annexure V.
(iii)	a) The Bidder should be registered for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.	Valid Registration Certificate for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.
	b) The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card.	Certified Copy of GST Registration Number, PAN Card and Aadhar Card.
	c) The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.	Affidavit/Documents to be enclosed. Performa of Affidavit is given in Annexure VI of the Tender Document.
<p>Note: Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.</p>		

3.0 Details of the Bidder

S. No.	Particulars				
1.	Name of Company/Firm/Agency.				
2.	Address with Telephone No., Fax No., Mobile No. and E-Mail ID.				
3.	Status of Applicant (Individual/Proprietorship Firm/Partnership Firm/Private Limited/Society/Autonomous Body (Attach documentary evidence)				
4.	Type of the Services Provided				
5.	Annual Turnover of Financial Years (Audited Balance Sheets Certified by Chartered Accountant for the year 2015-16, 2016-17, 2017-18 to be enclosed) and for the financial year 2018-19 (Unaudited Turn over certified by Chartered Accountant to be enclosed)	2015-16	2016-17	2017-18	2018-19

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 www.cca.gov.in), 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 (www.tenderwizard.com/DFCCIL) 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 www.tenderwizard.com/DFCCIL is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.tenderwizard.com/DFCCIL.

4.2 Submission of Offer

- 4.2.1 Tender shall be submitted through Online mode only at www.tenderwizard.com/DFCCIL. 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 www.tenderwizard.com/DFCCIL 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 Envelope 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 www.tenderwizard.com/DFCCIL.
- 4.2.4 The Addendum/Corrigendum, if any; shall be hosted on the website www.tenderwizard.com/DFCCIL 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 24/04/2019 (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 www.tenderwizard.com/dfccil. 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 24/04/2019, 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 www.tenderwizard.com/DFCCIL will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 24/04/2019).

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. 3,000/- Plus GST @ 18% = Rs. 3,540/- 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. 67,551/- 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 Bidder **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:

- a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
- b) 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
- c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
- d) Withdraws the offer during the period of validity/extended validity.
- e) 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. 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. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

2. 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. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

3. Period Of Contract:

Two Years and further Extendable by 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 and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

5.0 Statutory Compliances:

The Contractor shall;

- a) 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.
- b) 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.
- c) 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.
- d) 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 variation 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.
 - (a) 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:
 - i) District Industries Centers.
 - ii) Khadi and Village Industries Commission.
 - iii) Khadi and Village Industries Board.
 - iv) Coir Board.
 - v) National Small Industries Corporation.
 - vi) Directorate of Handicraft and Handloom.
 - vii) Any other body specified by Ministry of MSME.

- (b) The MSEs must also indicate the terminal validity date of their registration.
- (c) 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 (a), 11.0 (b) and 11.0 (c) 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 (a) above for the item tendered.
- ii) MSEs registered with the agencies mentioned in Clause 11.0 (a) 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 may be indicated and proof of same may be enclosed.

13.0 Payment Terms:

- (i) Payment shall be made on a monthly basis for which contractor shall submit monthly bill/invoice before 15th of every month for the previous month.
- (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 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.

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 PHOTOCOPY AND ALLIED JOB WORK

1.0 The Scope of Photocopy and Allied Job Work includes Photocopying, Printing (Printouts), Scanning and Binding works or any combination of them as well as Deployment of Resources (Skilled and Trained Manpower, Photocopy, Printing and Scanning Machines and all kinds of Consumables/Materials) as mentioned below and as per the requirement:

1.1 Photocopying Work:

1.1.1 Description of Work:

- (i) Black & White Photocopying on A0, A1, A2, A3 and A4 size Papers.
- (ii) Multi-Color Photocopying on A0, A1, A2, A3 and A4 size Papers.
- (iii) Black & White Photocopying on Coloured paper of A4 size.

1.1.2 Specification of Photocopying Paper for Items 1.1.1 (i) and (ii):

- (i) White Colour Paper of 75 GSM or more.
- (ii) White Colour Paper of Consistent and Assured Quality of Reputed Brands (JK Copier / Century or equivalent).
- (iii) Environment Friendly Paper.

1.1.3 Specification of Photocopying Paper for Items 1.1.1 (iii):

- (i) Paper of 75 GSM or more.
- (ii) Colour – Blue, Yellow, Green or any other Coloured Paper asked by the DFCCIL.
Coloured Paper of Consistent and Assured Quality of Reputed Brands (JK Copier/Century or equivalent).
- (iii) Environment Friendly Paper.

1.1.4 The Photocopy paper will be provided by the contractor.

1.2 Printing Work (Printouts):

1.2.1 Description of Work:

- (i) Black & White Printouts on A0, A1, A2, A3 and A4 size paper.
- (ii) Multi-Colour Printouts on A0, A1, A2, A3 and A4 size paper.

1.2.2 Specification of Printout Paper for Items 2.1.1 (i) and (ii):

- (i) White Colour Paper of 75 GSM or more.
- (ii) White Colour Paper of Consistent and Assured Quality of Reputed Brands (JK Copier / Century or equivalent).
- (iii) Environment Friendly Paper.

1.2.3 The Printout paper will be provided by the contractor.

1.3 Binding Work:

1.3.1 Description of Work:

- (i) Spiral Binding upto 300 pages
- (ii) Spiral Binding upto 100 pages

- (iii) Staple Binding with Transparent Sheet of A0, A1, A2, A3 and A4 size.
- (iv) Normal Hard Binding of Books of A4 size.
- (v) Normal Hard Binding of Books of A3 size.
- (vi) Hard Binding of Books of A4 size with Lamination on Top and Bottom Board with Spine of around 25mm to 65mm containing pages accordingly.
- (vii) Hard Binding of Books of A3 size with Lamination on Top and Bottom Board with Spine of around 20mm to 60mm containing pages accordingly.

1.3.2 All the Consumables required for Items 3.1.1 (i) to (vii) will be provided by the contractor.

1.4 Scanning Work:

1.4.1 Description of Work:

- (i) Scanning of A0, A1, A2, A3 and A4 size paper.

1.4.2 Scanned Copy will be provided by the Contractor to the DFCCIL in the form of CD/DVD/Pen Drive/Any Other Storage Media. The Storage Media will be provided by the DFCCIL. After completion of Scanning Work, the Soft Copy shall be deleted by the Contractor. Contractor shall maintain Security and Confidentiality of DFCCIL Data. The DFCCIL shall have full Ownership and Copyright of Scanned Copies including Soft Copies. Due to Scanning, DFCCIL Documents shall not be damaged by the Contractor.

1.5 Supply of Items of Reputed Brands:

1.5.1 Description of Material:

- (i) Ivory Sheets.
- (ii) Transparencies.
- (iii) Separators.

1.5.2 Supply of Items as per Clause **1.5.1** would be provided by the Contractor as per the requirement.

1.6 Deployment of Resources:

1.6.1 Deployment of Photocopying, Printing and Scanning Machines:

The Contractor has to deploy adequate number of machines not less than the minimum number prescribed in the premises of DFCCIL Corporate Office. The Machines shall be Heavy Duty, Good Quality, Digital Photocopy cum Printing Machines of Reputed Brands (Ricoh/Xerox/Canon or any other Reputed Brand) with Reversible Automatic Documents Feeder and Electronic Sorter alongwith Facilities including that for Set Making, Back to Back Photocopying, Printing, Scanning etc. The Minimum number of Machines to be installed in the DFCCIL Corporate Office Premises are as follows:

- (a) Minimum 2 Nos. of Black & White Photocopy cum Printing Machines (with scanning facility) or more for A3 and A4 size paper having following Technical Specification (Indicative):**
 - (i) Print Speed 0-100 PPM or more.
 - (ii) Multiple Copies 1-999 or more.
 - (iii) Zoom 25%-400%
 - (iv) Maximum Duty Cycle upto 2, 00,000 pages per month

(v) Functions - Print, Scan, Copy

(b) Minimum one number of Colour Photocopy cum Printing Machine (with scanning facility) for A3 and A4 size paper having following Technical Specification (Indicative):

- (i) Print Speed – Colour upto 40 PPM or more.
- (ii) Black upto 45 PPM or more.
- (ii) Zoom 25%-400%
- (iii) Maximum Duty Cycle upto 2,00,000 pages per month
- (iv) Functions - Print, Scan, Copy.

c) Minimum one number of Wide Format Photocopier cum Printer and Scanner with facility of Scanning, Photocopy and Printing of A0, A1 and A2 size documents in Black & White and Multi-Colour.

d) Minimum one number of Machine for Lamination of A3 and A4 size paper.

The Contractor will be fully responsible for Operation, Maintenance and Repair of all machines deployed by him in the DFCCIL Corporate Office with no cost to the DFCCIL. The Machines shall have high reliability level. Break Down of any Machine shall be attended promptly and will not affect the Photocopying and Allied Job Work. The Contractor shall maintain adequate inventory of Consumables and Materials required for Photocopying and Allied Job Work all the time.

1.6.2 Deployment of Skilled and Trained Manpower:

The contractor has to deploy minimum two Skilled and Trained persons well conversant in Photocopy and allied job work in DFCCIL Corporate Office. However, if required, the contractor may have to deploy additional skilled and trained persons well conversant in Photocopy and Allied Job Work in DFCCIL Corporate office. The Deployed Personnel shall have minimum qualification of 12th Pass with minimum one year experience of Photocopying and Allied Job 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.

1.6.3 Supply of Materials and Consumables:

The contractor shall supply all materials and consumables required for photocopy and allied job work unless otherwise specified anywhere in the tender document.

1.7 General:

- a) The contractor shall be responsible for cleanliness and upkeep of premises occupied by him in the DFCCIL Corporate Office.
- b) The Contractor shall be responsible for removal of dust, tags, pins, threads, rubber bands etc. and sorting & machine numbering of pages in the document file in the correct order.
- c) The Contractor will carefully unfold and flatten the documents to eliminate creases and wrinkles, and fold the document again for filing purpose. The Contractor shall take special care in preparing the documents which are too old.
- d) Contractor shall provide 100% accuracy of data retrieval.

- e) Processed data must be free from virus/spyware/malware.
- f) 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.
- g) CD/DVD/Pen Drive or any other storage media will be provided by DFCCIL for storage of data.
- h) Documents will be issued to the Contractor by the concerned department of DFCCIL (User). After completion of work, the documents are handed over to the User. Job Requisition Slip giving the details of quantum of work carried out is signed by the User and deposited with the Contractor or his representative on the same day of the work done
- i) The Photocopy and Allied Job 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.
- j) 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.
- k) The Contractor shall be fully responsible for Safety and Security of his deployed Personnel and Machines. DFCCIL shall be fully indemnified.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

1.0 Obligation of Photocopy and Allied Job Work Agency (Contractor)

- 1.1** The Contractor shall provide adequate Skilled and Trained Manpower, Machines, Materials and Consumables as mentioned in the Section-5, Scope of Work, in the premises of DFCCIL Corporate Office DFCCIL, New Delhi.
- 1.2** The Contractor shall provide good quality Materials and Consumables as mentioned in the Section – 5, Scope of Work. DFCCIL reserves the right to reject the materials and consumables if quality is found poor.
- 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.
- 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 Functioning of the Photocopy and Allied Job Work Premises:

The Photocopy and Allied Job 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 Obligation of DFCCIL

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Contractor and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the Contractor that Cost to the Company does not increase.

3.0 Penalty:

3.1 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.

3.2 In case, if the contractor for any reason is not able to execute the job as per the time schedule or of 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.

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

SECTION-7
Annexures
ANNEXURE-I

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 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.

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 extend 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:

1. 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.
3. 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

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

By the Said

.....Name

.....Name

.....

.....

On Behalf of the Contractor in the Presence of

On Behalf of the Contractor in the Presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

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.

3. 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 period (if completed):
8. In case of ongoing work/service, please indicate the payment made to the contractor for F.Y. 2015-16, 2016-17, 2017-18 and 2018-19.
9. Performance of the Contractor _____.

ANNEXURE-V

DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN THE FINANCIAL YEARS (2015-16, 2016-17 AND 2017-18) AND FINANCIAL YEAR JUST COMPLETED i.e. 2018-19

S. No.	FINANCIAL YEAR	TOTAL TURNOVER in Rs.
1.	2015-16	
2.	2016-17	
3.	2017-18	
4.	2018-19	
	TOTAL	

- (i) For Financial Years 2015-16, 2016-17 and 2017-18, Copies of the Audited Balance Sheets may please be attached.
- (ii) For the financial year 2018-19, 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..... 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. There are four (04) schedules in the Financial Bid. The bidder has to quote a Single Flat Percentage Above/At Bar/Below of the Estimated Cost separately for each schedule i.e for Schedule A, Schedule B, Schedule C and Schedule D.
2. The Financial Bid shall be evaluated on the basis of Sum Total of the values of Schedule – A, Schedule – B, Schedule – C and Schedule – D quoted by the bidder.
3. The quoted rate for evaluation will be worked out based on the percentage quoted by the tenderer against each schedule.
4. Quoted Rates will be inclusive of all i.e Deployment of Resources (Machines and Skilled and Trained Manpower), Materials, Consumables, Labour, Transport, Handling, Collection etc. and excluding GST.

5.0 Schedule of Rates and Quantities:

5.1 SCHEDULE - A

S.N.	Item Description	Base Rate (Exclusive of GST) in Rs.
1	Black &White Photocopying A4 size paper	0.29
2	Black &White Photocopying A3 size paper	0.76
3	Black &White Photocopying A2 size paper	7.17
4	Black &White Photocopying A1 size paper	10.61
5	Black &White Photocopying A0 size paper	16.91
6	Multi Colour Photocopying A4 size paper	6.03
7	Multi Colour Photocopying A3 size paper	13.19
8	Multi Colour Photocopying A2 size paper	50
9	Multi Colour Photocopying A1 size paper	60
10	Multi Colour Photocopying A0 size paper	90
11	B&W Photocopying on Coloured Paper A4 Size paper	1.5
Estimated Cost of Schedule A for Two Years Excluding GST in Rs.		13,45,329
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule A Excluding GST		-----% (In Figures)
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule A Excluding GST		-----% (In Words)
Note: The Percentage Quoted by the Bidder shall be applicable on Base Rates of all the Items of Schedule A as mentioned above.		

5.2 SCHEDULE - B

S.N.	Item Description	Base Rate (Exclusive of GST) in Rs.
1	Black & White Printout A4 size paper	0.56
2	Black & White Printout A3 size paper	1.6
3	Black & White Printout A2 size paper	9.49
4	Black & White Printout A1 size paper	16.75
5	Black & White Printout A0 size paper	24.48
6	Multi Colour Printout A4 size paper	2.77
7	Multi Colour Printout A3 size paper	5.53
8	Multi Colour Printout A2 size paper	14.25
9	Multi Colour Printout A1 size paper	19.71
10	Multi Colour Printout A0 size paper	30.69
Estimated Cost of Schedule-B for Two Years (Exclusive of GST) in Rs.		15,01,120
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule B Excluding GST		-----% (In Figures)
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule B Excluding GST		-----% (In Words)
Note: The Percentage Quoted by the Bidder shall be applicable on Base Rates of all the Items of Schedule B as mentioned above.		

5.3 SCHEDULE - C

S.N.	Item Description	Base Rate (Exclusive of GST) in Rs.
1	Spiral Binding upto 300 page	11.41
2	Spiral Binding upto 100 page	7.26
3	Staple Binding with Transparent Sheet A4 Size	12
4	Staple Binding with Transparent Sheet A3 Size	15
5	Staple Binding with Transparent Sheet A2 Size	30
6	Staple Binding with Transparent Sheet A1 Size	50
7	Staple Binding with Transparent Sheet A0 Size	70
8	Normal Hard Binding A4 Size	85
9	Normal Hard Binding A3 Size	100
10	Hard Binding with Lamination on Top & Bottom Board with Spine A4 Size	360
11	Hard Binding with Lamination on Top & Bottom Board with Spine A3 Size	380
12	Lamination A4 Size	6.7

13	Lamination A3 Size	9.47
14	Ivory Sheet	1.09
15	Transparency	1.09
16	Separator	1.02
Estimated Cost of Schedule C for Two Years (Exclusive of GST) in Rs.		5,18,769
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule C Excluding GST		-----% (In Figures)
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule C Excluding GST		-----% (In Words)
Note: The Percentage Quoted by the Bidder shall be applicable on Base Rates of all the Items of Schedule C as mentioned above.		

5.3 SCHEDULE-D

S.N.	Item Description	Base Rate (Exclusive of GST) in Rs.
1	Scanning A4 Size paper	0.45
2	Scanning A3 Size paper	0.6
3	Scanning A2 Size paper	3.5
4	Scanning A1 Size paper	8.5
5	Scanning A0 Size paper	15
Estimated Cost of Schedule D for 2 years (Exclusive of GST) in Rs.		12316
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule D Excluding GST		-----% (In Figures)
Single Percentage Above/At Par/Below of the Estimated Cost of Schedule D Excluding GST		-----% (In Words)
Note: The Percentage Quoted by the Bidder shall be applicable on Base Rates of all the Items of Schedule D as mentioned above.		

_____ End of Tender Document _____