

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

(A Government of India Enterprise under Ministry of Railways)

Tender Document

Name of Work: Rodent and Pest Control for DFCCIL, Corporate Office, Sector-145, Noida.

Tender No.: HQ/AD/Rodent and Pest Control/ 2025

(Participation through IREPS only)

Dated: August 2025

(E-Open Tender)

Registered Office

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) 5th Floor Supreme Court Metro Station Building Complex, New Delhi-110001.

Corporate Office

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) Sector-145, Noida, UP-201306

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SECTION-1 NOTICE INVITING TENDER (NIT) (On IREPS Portal)

Bids in a single packet system are invited from reputed, experienced and financially sound Companies/Firms/Agencies for Rodent and Pest Control for DFCCIL Corporate office, Noida.as per the following schedule: -

1.1	Tender No.	Tender No. HQ/AD/Rodent and Pest Control/ 2025
1.2	Name of Work	Rodent and Pest Control for DFCCIL, Corporate Office, Noida.
1.3	Type of Tender	E-Open Tender, (Single Packet System)
1.4	Duration of Contract	One Year 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. 2,50,000/- (Excluding of GST)
1.6	Earnest Money Deposit (EMD) (Bid Security)	As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security. Bid Security Declaration Form should be signed and deposited with the Tender Documents (Annexure-II). Tenders received without Bid 'Security Declaration Form' shall be summarily rejected.
1.7	Uploading of NIT and Tender Document (Online)	As mentioned on www.ireps.gov.in.
1.8	Last Date and Time of Submission of Tender (Online)	As mentioned on www.ireps.gov.in.
1.9	Date of Time of Opening of Tender	As mentioned on www.ireps.gov.in.
1.10	Tender/Bid Validity	Bid shall remain valid for a period not less than 120 days from the deadline for the Stipulated bid submission.
1.11	Availability of Tender Documents	Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view Notification and Tender Documents can visit www.ireps.gov.in , 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 up to seven days prior to bid submission deadline and placed on website www.ireps.gov.in , only.
1.12	Help Desk for E- Tendering on <u>www.ireps.gov.in</u> .	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.ireps.gov.in .

1.13	Address fo	r	DGM/Administration/Co.,	Dedicated	Freight	Corridor
	Communication		Corporation of India Limited Noida. UP Mobile: 971763	•	7 th Floor, Se	ector-145,
				,		

2.0 General

- i) Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website <u>www.ireps.gov.in.</u> Tender document may be downloaded from Indian Railways E-Procurement System portal.
- ii) Bidders/ Tenderers are requested to thoroughly peruse this tender document and all the relevant documents considered relevant in context covering Contractual obligations, legal aspects, Taxation aspects or others.
- iii) Tenderers are advised to complete all submission related work well before the Time and Date for Submission of Tender Online.
- iv) Bidders need to have valid Class III Digital Signature Certificate with Firm's Name issued by licensed Certifying Authorities for registration with IREPS. They also need to have a computer with Internet browser (IE 6 to IE 9) and Internet connectivity. Without valid Digital Signature Certificate, User ID and Password, vendor cannot participate in E-tenders.
- v) Tenderers shall have to visit the IREPS Portal, select the appropriate bid number and upload electronically by scanning in PDF format duly filled and signed technical bid and financial bid documents by filling all the relevant columns with all the required enclosures. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- vi) Corrigendum/Addendum to the Tender Document, if any, shall be issued/available online only. Prospective bidders are requested to view website/IREPS portal regularly. Employer/client-DFCCIL shall bear no responsibility towards any Bidder remaining unaware of any Addendum/corrigendum to this tender document.
- vii) Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- viii) The Offer shall be valid as mentioned in IREPS on www.ireps.gov.in and extend further if required from time to time.

SECTION 2

FORMAT FOR COVERING LETTER OF TENDER. (On Letter Head of Firm/Company/Agency)

	, , , , , , , , , , , , , , , , , , , ,
To,	
	DGM (Administration) Corporate Office, DFCCIL, Noida.
	Rodent and Pest control for DFCCIL, Corporate Office, Noida. No. HQ/AD/ Rodent and Pest control / 2025.
1.	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 the period as mentioned in ireps on www.ireps.gov.in 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.	 (i) I/We do agree to execute the Contract Agreement within 30 (thirty) days from the
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) (Signature of Witness)

(Name & Address of Witness

(Name and Address of Bidder)

ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	The Covering Letter as per format given in the Section 2.	
2.	Document – Bid security- Bid security Declarartion-Annexure-II	
3.	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.	
4.	Certified Copy of GST No, PAN Card & Aadhar Card	
5.	Copy of valid Rodent and Pest Control License from the Govt. Licensing Authority.	
6.	Other certificates such as Certificate regarding Bidder's status as MSME or Start up, Local Content (Make in India) -provide a exhaustive list here	
7.	Financial Eligibility-Bidder's net worth-Annexure-VII along with support documents such as Information duly certified by Chartered Accountant along with Audited balance sheets / Annual Accounts	
8.	Financial Eligibility-Bidder's Annual Turn over- Annexure-VIII along with support documents such as Information duly certified by Chartered Accountant along with Audited balance sheets / Annual Account.	
9.	Experience eligibility – Annexure-IX along with support documents	
10.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
11.	Financial Bid Fill and (Financial Offer .xls') to be uploaded On IREPS	

Important Notes:

- i. The Complete Tender Document including Corrigendum/Addendums digitally signed would be uploaded in IREPS portal.
- ii. 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

$1.0\,$ As mentioned in NIT, The Salient Features of the Contract are repeated here as follows:

i.	Tender No.	No. HQ/AD/Rodent and Pest Control/ 2025
ii.	Name of Work	Rodent and Pest Control for DFCCIL, Corporate Office, Noida.
iii.	Duration of Contract	One 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. 2,50,000/- (Excluding of GST)
V.	Earnest Money Deposit (EMD) (Bid Security)	As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security. Bid Security Declaration Form should be signed and deposited with the Tender Documents (Annexure-II). Tenders received without Bid 'Security Declaration Form' 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 the Contract Value, which will be deducted @ 10% from each running bills till completion 5% of the contract value.

2.0 ELIGIBILITY CRITERIA: -

S.	Criteria	Documents Required
No.		
1.	Valid License for Rodent and Pest Control.	Copy of valid Rodent and Pest Control License from the Govt. Licensing Authority.
2.	Financial Eligibility The Bidders will be qualified only if they have minimum financial capabilities as below - (i) Bidder net worth- Bidder shall furnish data regarding 'Net worth', calculated as the difference of Total assets and total liability for the Last three Years, average of such Net worth values (for the last three FYs) shall be assessed which is required to be positive.	Annexure-VII -Details of Bidder's Net worth in Last Three Financial Years and Current Financial Year and [Three Financial Years 2021-22, 2022-23 and 2023-24 and Provisional Net worth for the year 2024-25], in Annexure-VII, certified by Chartered Accountant. Copy of Audited Balance Sheets for Three Financial Years 2021-22, 2022-23 and 2023-2& provisional accounts for 2024-25, also to be submitted
	(ii) Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.	Annexure-VIII -Details of Financial turnover in Last Three Financial Years and Current Financial Year [Three Financial Years 2021-22, 2022-23 and 2023-24 and Provisional turnover for the year 2024-25], in Form-5, certified by Chartered Accountant. Copy of Audited Balance Sheets for Three Financial Years 2021-22, 2022-23 and 2023-24 & provisional accounts for 2024-25, also to be submitted. Bidder to show on Annexure-VIII (duly certified by Chartered Accountant)
3.	Works experience The Bidder should have satisfactorily completed* at least one work of 'providing Rodent and Pest Control' costing not less than 35% of the Advertised Tender Value of Work/service (Estimated Cost of Work (Including GST), for the Central/ State Govt departments/ PSUs/ Autonomous bodies or any government department/ banks, in the last three financial years and current financial year for any government department/PSU.	The Bidder has to submit Work order and completion certificate issued by client clearly depicting the amount, satisfactory services and period of services, as per Performa given in Annexure-IX of the Tender Document.

	*Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of bid.	
4.	The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card.	Bidder should have GST Registration Number, PAN Card and Aadhar Card, he can show it when needed.
5.	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 V of the Tender Document.

3.0 <u>Details of the Bidder</u>

S. No.	Particulars	
1.	Name of Company/Firm/Agency.	
2.	Address with Telephone, 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	

4.0 Language of the Bid-English

- 4.0 The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specifications 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.
 - 5.0 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.
 - 6.0 After the 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.

- 7.0 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 Supply 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.

- 8.0 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 is specified in the Tender Document, must be submitted through IREPS portal 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.
- 9.0 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.
- 10.0 DFCCIL reserves all rights to reject any tender including 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.
- 11.0 The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document and other terms and conditions as mentioned in the Tender Document. However, DFCCIL reserves the right to seek any clarification from the bidder.

12.0 Modification/Substitution/Withdrawal of Bids:

- i) 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 IREPS portal and upload/resubmit modified bid.

13.0 Opening and Evaluation of Bids:

Tender shall be opened on IREPS portal 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/Administration/Co.

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)

Sector-145, Noida, Utter Pradesh-

SECTION - 4

GENERAL CONDITIONS OF CONTRACT

1.0 SECURITY DEPOSIT (Retention Money):

Security Deposit/Retention money is equal to 5% of the contract value. This retention money will be deducted 10% from each running bills and shall be retained till the total security deposit is equal 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 bidder after 60 days of 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 in-cashed.

2.0 PERPORMANCE 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 bidder.

Failure of the Successful Tenderer to furnish the required Performance Security shall be a round for the annulment of the award of Contract. 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 up to 60 days after completion of work. In case, contract period is extended, the bidder 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 in-cashed.

3.0 DURATION:

One Year 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 & COMMENCEMENT OF WORK:

Within 30 days from the Date of Issue of Letter of Acceptance, the successful bidder will be required to execute the Contract Agreement in the format as per Annexure II of the Tender Document. However, Contract Agreement can only be signed after submitting the Performance Bank Guarantee. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

5.0 STATUTORY COMPLIANCES:

The Bidder 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 or other Statutory Compliances or due to any other reason. DFCCIL will not have any liability whatsoever concerning the persons deployed by the

- Bidder for the purpose or arising in accordance with any labour laws or other Statutory Compliances or due to any other reason.
- (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 Bidder or send a notice to the Bidder for refund of the same to the DFCCIL and the Bidder shall be liable to reimburse the same within 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 AUTHORISATION 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 as mentioned in IREPS on www.ireps.gov.in, 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 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 Bidder who resorts to canvassing are liable to be rejected
- 8.5 Tenderer or Bidder or in the case of a firm or Company of Bidders/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 SD.

9.0 VARIATION:

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

10.0 Estimated Cost of Work as indicated in the Section 5(Scope of Work) inclusive of 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 DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure-VI.

- **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 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 above for the item tendered.
 - (ii) MSEs registered with the agencies mentioned in Clause 11.0 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. No advance payment shall be made.
- ii. Bill/Invoice should be submitted on monthly basis
- iii. Payment will be made only on Monthly basis on submission of bill.
- iv. Payment to the Contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
- v. Tax Deducted at Source (TDS) will be deducted from the payment due to the Contractor as per rules of the state/central government as applicable.
- vi. Payment shall be made based on actuals only.

14.0 INDEMNITY:

Rodent and Pest control agency (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 Rodent and Pest control agency 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 Rodent and Pest control agency (Contractor).

15.0 In performing the terms and conditions of the contract, Rodent and Pest control agency (Contractor) shall at all times act as an Independent Rodent and Pest control agency (Contractor). The contract does not in any way create a relationship of principal and agent between DFCCIL and Rodent and Pest control agency (Contractor). Rodent and Pest control agency (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. Rodent and Pest control agency (Contractor) and their hired personnel shall never under any circumstances wham Rodent and Pest control agency 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.

17.2 Notwithstanding any disputes between the parties, the bidder 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 Rodent and Pest control agency (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 Bidder, 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 Bidder. In case of termination of contract, the Security Deposit shall be forfeited by the DFCCIL. Unsatisfactory Service in this case would be poor quality of materials, delay service, Poor Service/Deficient Service/Improper Behaviour of Contractor Staff, and any Non-Compliance of Terms and Conditions mentioned in Tender Document/Contract Agreement etc.

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 effecting the core of the contract.

Section 5

Scope of Work

Scope of work for Rodent and Pest Control for DFCCIL, Corporate Office are as under-

Services	List of approved chemicals	Frequency of Service	Estimated cost for one month (In Rs.)	Estimate cost of work for one years. (In Rs.)
Pest Control	Imidachloprid IC Gel 12.15 % (Spot method), DDVP, Lamdacy cholothin, Deltamethrin 2.5%SC propoxure (By spray method). All Chemicals/Spray must be confirming to WHO/Govt. Regulatory stipulation.	Twice visit per month and as when required	20,833.33/- (Excluding of GST) @ 1.3319 pe sq. meter for 15641 sq. meter.	Rs. 2,50,000/- (Excluding of GST)
Rodent control	Roban cake, Rotonil cake, Glue Board & bromadiolone. All chemicals/spray must be confirming to WHO/Govt. Regulatory stipulation.	Twice visit per month and as when required		

Note – (i) Frequency of services may be varied as per our requirement.

- (ii) Rodent and Pest control work will be done at premises of corporate office.
- (a) The work will be carried out as per terms and conditions, specification and schedule of rates and quantities. Payment will be made to the contractor in accordance with Inspection of the work will be carried out by representative of DFCCIL, who will be designated as officer In charge. The Officer In charge shall have the power of general supervision/Inspection and can reject the work if it does not conform to the desired standard and no payment shall be made for the rejected materials. The decision of Officer In charge will be final and binding.
- (b) The Terms of Payment mentioned in Clause 1.3. The rates quoted by the contractor will be inclusive of all Labour, Material, and GST. No extra payment on any other account will be admissible to the contractor.

Note- No other charges or taxes will be paid to the contractor.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

- 1.01 DFCCIL reserves the right to accept or reject any quotation /offer without assigning any reason thereof.
- 1.02 DFCCIL reserves the right to award the work not necessary to the lowest bidder.
- 1.03 The entire area has to be sprayed/treated with pesticides for general pest control and rodent control activities at least twice in a month or as and when required by DECCII's administration
- 1.04 All chemicals to be used by the firm/agency should be approved by WHO and approved by Central Insecticide Board as safe for human and animals.
- 1.05 The firm/agency should have quality certification from national/international agencies like ISO for disinfection and pest control activities and have valid pest control license from Govt. licensing authority.
- 1.06 The firm/agencies may inspect the premises before submitting the quotes:
- 1.07 Under no circumstances the bidder, on the award of contract, shall appoint subcontractor.
- 1.08 It shall be the responsibility of the successful bidder to ensure timely discharge his services
- 1.09 If the requirement arises beyond office hours, no extra shall be payable for the same.
- 1.10 The compliance of the entire provision is obligatory on the part of the bidder.
- 1.11 DFCCIL reserves the right of accepting the whole or any part of the offer and bidder shall be bound to perform the same at his quoted rates.
- 1.12 DGM/Administration shall have the power of general supervision regarding Rodent and pest control. He shall also have the authority to inspect and reject the items/material which does not conform to the desired standard and no payment shall be made for the rejected work.
- 1.13 Quality of all material should be of durable/good standard. The inferior quality material will be rejected outright without explanation.
- 1.14 Rates quoted should be inclusive of all taxes. No cartridge will be paid for transportation of good by DFCCIL.
- 1.15 If the contractor gives notice of termination of the contract within the period of the contract, the contract will be terminated, and his security deposit will be forfeited.

2.0 INSPECTION OF MATERIALS:

- (i) Inspection of the materials will be carried out by representative of DFCCIL, who will be designated as Officer In charge. The Officer In charge shall have the power of General Supervision/Inspection and can reject the work if it does not conform to the desired standard and no payment shall be made for the rejected materials. Decision of Officer In charge will be final and binding.
- (ii) The work will be carried out as per Terms and Conditions, Specification and Schedule of Rates and Quantities. Payment will be made to the contractor in accordance with the Terms of Payment mentioned in Clause 1.3. The rates quoted by the contractor will be inclusive of all Labour, Material, and GST. No extra payment on any other account will be admissible to the contractor.

3.0PENALTY

- (i) Fine imposed shall be realized by deducting the amount from pending bills or otherwise including security deposit. For the purpose of acceptance of a complaint, a written complaint from any DFCCIL Officials with section head will be a valid document. It will be the responsibility of the contractor to prove it to the entire satisfaction of the company that the penalties need not be imposed. The decision of the company in this regard will be final and binding to the Contractor and it will not be subject to dispute or arbitration, the sole criterion being to ensure prompt and wholesome service to the employees of the company
- (ii) DFCCIL Officers In charge or his Representative can inspect area premises at any time without any prior notice.
- (iii) Penalty of Rs. 500/- per occasion per day subject to a maximum of Rs. 2,000/per day can be imposed for any non-compliance of terms and conditions mentioned in the Tender Document/Contract Agreement including the following breaches
- (iv) In case of any loss or damage, it shall be the liability of the contractor and DFCCIL at its discretion can deduct the total cost of damages or any part thereof from the bill of the contractor. The decision of DFCCIL in this regard shall be final and binding on the contractor.
- (v) In case if successful bidder is found in breach of any of the terms and conditions of the contract, the contract is liable to be terminated, and no payment will be made.
- (vi) The contractor shall indemnify the DFCCIL on all accounts.
- (vii) In case of poor performance of the contactor, the contract is liable to be
- (viii) Regarding the imposition of penalty, the decision of the DFCCIL shall be final and binding.

ANNEXURE-I Format of Bank Guarantee for Performance Security

Bank Guarantee No.: Dated:
To, Beneficiary Dedicated Freight Corridor Corporation of India Limited DFCCIL Complex, Sector-145, Noida, UP-201306
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

and its clair signing aut agreement	the Employer under or by virtue of the said agreement have been fully paid in satisfied or discharged by (Designation & address of contract hority) on behalf of Employer certify that the terms and conditions of the said have been fully and properly carried out by the said contractor and discharges this guarantee.
the guaran discharged whichever i writing the	nding anything to the contrary contained herein the liability of the bank under tee will remain in force and effect until such time as this guarantee is in writing by the Employer or until (date of validity/extended validity) is earlier and no claim shall be valid under the guarantee unless notice in reof is given by the Employer within validity/extended validity period of from the date aforesaid.
renew this expiry of th called upor extended o	ways that we (name of bank) unconditionally undertake to guarantee or to extent the period of guarantee form year to year before the e period or the extended period of guarantee, as the case may be on being to do so by the Employer. If the guarantee is not renewed or the period n demand, we (name of bank) shall pay the Employer the full the guarantee on demand without demur.
Employer si manner out contract fro exercisable the terms a liabilities by from our lia contractor indulgence	(indicate the name of Bank), to further agree with the Employer that the hall have the fullest liberty without our consent and without effecting in any of obligation hereunder to vary any of the terms and conditions of the said m time to time or to postpone for any time or from time to time any to power by the Employer against the said contractor and to forbear of enforce any of and conditions of the said agreement and we shall not be relieved from our reason of such variation, or extension being and we shall not be relieved abilities by reason of such variation, or extension being granted to the said for any bearance act or omission on the part of the Employer or any by the Employer to the said contractor or by any such matter or thing which under the law relating to sureties for the said reservation would relieve liability.
	ntee hereinbefore contained shall not be affected by any change in the of Bank or of the Contractor.
•	sions "the Employer", the Bank" and "the Contractor" hereinbefore used shall r respective successors and assigns.
	(name of the bank) lastly undertake not to revoke this guarantee urrency except with the previous consent of the Employer in writing.
Notwithstar	nding 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 from 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 had ay of being herewith duly a	ave signed and stamped this guarantee on this authorized.
Bank Seal	Signature of Bank Authorize Official with seal Name: Designation: Address:
Witness:	
 Name Designation Address 	

2. Name

Designation Address

ANNEXURE-II

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name	
[Address and Contact Details]	
To DFCCIL through GM/Admin/DFCCIL (Head of Procurement) Dedicated Freight Corridor Corporation of In [DFCCIL Corporate office – sector 145- Noid	3 3

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in DFCCIL-Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- i) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- ii) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
- (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
- (b) Fail or refuse to sign the contract.

Tender Document - Tender No.: HQ/AD/Rodent and Pest Control/ 2025; Tender Title - Rodent and Pest Control for DFCCIL Corporate Office, Noida, Sector-145.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
- (a) of cancellation of the entire tender process or rejection of all bids or
- (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of bid validity any extension to it.

authorized to sign bid for and on behalf of Bidder	
[mention -name & address of the bidder]	
Name	
Designation	
Cell phone	
E Mail ID	

Bidd	er	s S	tam	р

DA:....

ANNEXURE-III

FORM OF Contract Agreement

(TO BE EXECUTED ON A RS. 100/-NON-JUDICIAL STAMP PAPER)

Name of the work: - Rodent and Pest Control for DFCCIL Corporate Office, Noida, Sector-145[Tender No.: HQ/AD/Rodent and Pest Control/ 2025

[Actual contents of this Agreement may vary subject to scrutiny by the Employer and to address specific circumstances of the case]

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.

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.
 - a) Letter of Acceptance (LOA).
 - b) Notice Inviting Tender.
 - c) Check List for Documents to be submitted.
 - d) Instructions to Bidders.
 - e) General Conditions of Contract.
 - f) Scope of Work.
 - g) Special Conditions of Contract.
 - h) Financial Bid.
 - i) Corrigendum/Addendums if any.
 - i) Successful Tenderer's Submittal.
 - k) All Tender Forms & Annexure.
 - I) The Bidder's undertaking.
 - m) 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. I) 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.

- ii) "This Agreement shall not be varied, altered, modified, cancelled, changed, or in any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto, their legal representatives or their respective successors or assignees."
- iii) "In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein."

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	For and On Behalf of the Employer
Signature of the Authorized Official	Signature of the Authorized Official
Name of the Official	Name of the official
Stamp/Seal of the Contractor	Stamp/Seal of the Employer
SIGNED, SEALED AND DELIVERED	
By the Said	By the Said
Name	Name
On Behalf of the Contractor in the	On Behalf of the Contractor in the
Presence of	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-IV

CONSTITUTION OF THE FIRM/COMPANY

	ad Office Address with Telephone No., Fax No. and E-Mail
	nch Office in India.
Address on whoe done.	nich correspondence regarding this tender should
	Firm/Company (Give full details including Name of tives/Power of Attorney/Holders etc.) Documentary

ANNEXURE-V

Performa for Affidavit.

{on the Letterhead of the Bidder}

I Proprie							
solemnly affirm that tl	<u>ne firm M/s</u>	<u> has</u>	never	been	black liste	<u>d/deba</u>	rred by
<u>any organization/offic</u>	<u>e and there has not b</u>	een any	work c	cancel	ed against	them f	or poor
performance in the las	st three years reckon	ed from t	he dat	te of i	<u>nvitation o</u>	f Tende	<u>er.</u>
•	•						
	(D) . (D)						
<u>Signature of Proprieto</u>	or/Director/Partner						
M/:+la aff: a: al a+a							
With official stamp.							

ANNEXURE-VI

Declaration for DFCCIL

This is to confirm that I,	(Name	of Authorize	d Person of
Company/Firm/Agency),	(Designation	of this	Person) at
(Name of the Compar	ny/Firm/Agency), hav	e passed the k	enefit of Input
Tax Credit available on the		•	•
supplied to the Dedicated Freight Cor			
of Goods and Services Tax w.e.f. 1st J			
or doods and services rax w.c.i.	aly, 2017.		
Further, it is to confirm also	that in case	(1	Name of the
Company/Firm/Agency) will receive a		•	
. , , , , , , , , , , , , , , , , , , ,	•		
way of availing Input Tax Credits whi			
2017 or reduction in Tax Rates or in a	-		
of the Goods/Services supp		•	•
of India Limited, than we will pass	that benefit to th	e Dedicated Fi	reignt Corndor
Corporation of India Limited also.			
Signature of the Authorized Person			
3			
Name of the Authorized Person			
Name of the Authorized Ferson			
Designation			
Name of the Company/Firm/Agency _			

ANNEXURE-VII

Bidder's Net Worth

Ref- Minimum Eligibility criteria-Financial Eligibility-Net Worth

1. Bidder Name-

Financial Data	FY-1	FY-2	FY-3	FY-4
Dala	(2024-25)	(2023-24)	(2022-23)	(2021-22)
	Provisional			
Net Worth (NW)				
(in crores of INR)				

Note -

i. FY shall mean Financial Year. The data in the above Form shall be certified by the Independent Chartered Accountant.

Verified by Chartered Accountant	Full Signature on Claiming Bidder's round Stamp
Signature on Stamp	
Date of CA's signature	Signature in initials
CA's Name	Name
CA's UDIN	Designation
CA's firm	Cell phone number
CA/CA's Firm Address	E Mail ID
CA's contact number	

ANNEXURE-VIII

Bidder's Annual Turnover

Ref: Minimum Eligibility criteria-Financial Eligibility-Annual Turnover

Estimated /advertised cost of the Works [C] = INR 2,50,000/- (Excluding of GST) 150% of the [C] = INR 4,42,500/-

Bidder Name-

Financial Data	FY-1	FY-2	FY-3	FY-4	aggregate financial		
Data	(2024-25)	(2023- 24)	(2022- 23)	(2021-22)	turnover		
	Provisional	24)	23)				
Information	Information from Audited Balance sheet						
Annual Turn over							
(in crores of INR)							

Certificate by Chartered Accountant-

Minimum Eligibility Criteria-Financial Eligibility-Bidder's available Annual Turnover

Sn	Source of financing	Amount
		(In Lacs)

Note -

i) The data in the above Form shall be certified by the Independent Chartered Accountant.

ii) In Case of Bidder being, JV; Each Constituent Member (Lead Partner and each of respective Partners) shall be required to, separately, furnish data regarding 'Annual turnover' in this Annexure-VII;

Verified by Chartered Acc	untant Full Signature on Claiming Bidder's round Stamp	
Signature on Stamp	, , , , , , , , , , , , , , , , , , , ,	
Date of CA's signature	Signature in initials	
CA's Name	Name	
CA's UDIN	Designation	
CA's firm	Cell phone number	
CA/CA's Firm Address	E Mail ID	
CA's contact number		

ANNEXURE-IX

Performa for Experience Certificates.

 $\{\hbox{On the Letter Heads of the Issuing Government Departments/PSUs}\}$

•	has provided Canteen Services to the partment/PSU.	nis	Government
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 Con	tract Period (if co	ompleted):
8. Con	In case of Ongoing Work/Service, please industractor for Financial Year 2020-21, 2021-22		
9.	Performance of the Contractor		

Section 7

FINANCIAL BID

Schedule of Rates and Quantities

Service	List of approved chemicals	Frequency of Service	Existing Rate per month (In Rs.)	Total cost (In Rs.) For 12 months (In Rs.)
Pest Control	Imidachloprid IC Gel 12.15 %(Spot method), DDVP, Lamdacy cholothin, Deltamethrin 2.5%SC propoxure (By spray method). All Chemicals/Spray must be confirming to WHO/Govt. Regulatory stipulation.	Twice visit per month and as when required	20,833.33/- (Incisive of GST) @ 1.3319 pe sq. meter for 15641 sq. meter.	Rs. 2,50,000/- (Excluding of GST)
Rodent control	Roban cake, Rotonil cake, Glue Board & bromadiolone. All chemicals/spray must be confirming to WHO/Govt. Regulatory stipulation.	Twice visit per month and as when required		
	as to quote in value of the excluding of GST.			

Note: No other charges or taxes will be paid to the contractor.

Name and Address

of the Bidder.

NOTE:

Agency is required to quote their rate Online in the given format of in terms of value **Above/At Par/Below of the Total Estimated Cost Inclusive of GST.** Only Rates quoted Online shall be considered for Evaluation.

End of the Tender Document
