



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



Tender Document

Name of Work: Supply of Printed Stationery and Miscellaneous Items for DFCCIL
Corporate office, New Delhi.

Tender No.: HQ/AD/Printed Stationery/ 2021-22
(Participation through GeM only)

August-2021

Corporate Office:

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),
5th Floor, Supreme Court 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)

Bids in a single packet system are invited from reputed, experienced and financially sound Companies/Firms/Agencies for Supply of Printed Stationery and Miscellaneous Items for DFCCIL Corporate office, New Delhi.as per the following schedule: -

1.1	Tender No.	No. HQ/AD/Printed Stationery/ 2021-22
1.2	Name of Work	Supply of Printed Stationery and Miscellaneous Items for DFCCIL Corporate office, New Delhi.
1.3	Type of Tender	Through GeM, 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. 9,01,436 (Inclusive of GST)
1.9	Uploading of NIT and Tender Document i.e. Time of Sale of Tender (Online)	From /08/2021 at 14:00 hrs.
1.10	Last Date and Time of Submission of Tender (Online)	Up to 15:00 hrs. of /09/2021
1.11	Last Date and Time of Submission of Documents in Physical Form.	Upto15:00 hrs. of /09/2021.
1.12	Date of Time of Opening of Tender (Online)	/09/2021 at 15:30 hrs.
1.13	Tender Validity	120 days from the Date of Opening of Tender.
1.14	Address for Communication	Manager/Administration/Co., Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5 th Floor, Supreme Court Metro Station Building Complex, New Delhi-110001. Mobile: 9717636813, Centralized Fax: 011-23454701.

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. 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.

SECTION 2

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

To,

Manager (Administration)
Corporate Office, DFCCIL,
New Delhi.

Sub: Supply of Printed Stationery and Miscellaneous Items for DFCCIL Corporate office, New Delhi.

Ref.: Tender No. HQ/AD/Printed Stationery/ 2021-22

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. 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/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - i) I /We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 3% of contract value) as per the Annexure I of Tender Document, within 15 days of issue of letter of acceptance; or
 - ii) I/We do not commence the work within 07 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - iii) I/We withdraw the offer during the period of validity/extended validity; or
 - iv) 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)

(Signature of Witness)

(Name and Address of Bidder)

(Name & Address of Witness)

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.	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.	
3.	Certified Copy of GST No, PAN Card & Aadhar Card	
4.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed/Memorandum and Articles of Association of the Company/Firm/Agency.	
5.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III.	
6.	Experience Certificate as per Annexure-IV and Affidavit as per Annexure-VI.	
7.	Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2018-19, 2019-20 and 2020-21 and Un-Audited Turnover for the Year 2021-22 (from April 2021 till date) Certified by a Chartered Accountant as per Annexure V.	
8.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
9.	Financial Bid Fill and (Financial Offer .xls') to be uploaded Online.	

Important Notes:

Documents No.1 to 09, should be scanned and uploaded at website - in 'Document Library' and after that, attach all above necessary documents in particular tender.

- i. The Complete Tender Document including Corrigendum/Addendums digitally signed would be uploaded in GeM 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 The Salient Features of the Contract are as follows:

i.	Tender No.	No. HQ/AD/Printed Stationery/ 2021-2022
ii.	Name of Work	Supply of Printed Stationery and Miscellaneous Items for 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. 9,01,436 (Inclusive of GST)
vi.	Performance Security	3% 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. No.	Criteria	Documents Required
(i)	<p>The Bidder should have successfully completed at least one work of providing supply of printed stationery and Miscellaneous Items costing not less than 35% of the Advertised Tender Value of Work (Estimated cost of work) in the last three years {i.e., Current Year and Previous Three Financial Years} 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 Supply of Printed Stationery and Miscellaneous Items 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>	<p>The Bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-IV of the Tender Document.</p>
(ii)	<p>The Bidder should have received Total Contract Amount of not less than 150% of the Advertised Tender Value of Work ((Estimated cost of work) against satisfactory execution of completed and ongoing works of all types during last three financial years i.e. Current Year and Previous 3 Financial Years as per ITCCs/Audited Balance Sheets.</p>	<p>Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2018-19, 2019-2020 and 2020-21 and Un-Audited Turnover for the Year 2021-22 (from April 2021 till date) Certified by Chartered Accountant as per Annexure V.</p>
	<p>b) The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card.</p>	<p>Certified Copy of GST Registration Number, PAN Card and Aadhar Card.</p>
	<p>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.</p>	<p>Affidavit/Documents to be enclosed. Performa of Affidavit is given in Annexure VI of the Tender Document.</p>
<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, 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 Last Three Financial Years (Audited Balance Sheets Certified by Chartered Accountant to be enclosed)	2018-19	2019-20	2020-21

- 4.0 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.
- 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 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 GeM 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 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.
- 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) The Bidder may modify, substitute or withdraw its E-Bid after submission, prior to 15.00 hrs. of /09/2021 (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 GeM portal and

upload/resubmit modified bid.

13.0 Opening and Evaluation of Bids:

- (i) Tender shall be opened on GeM 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

Manager/Administration/Co.

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

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 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 3 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 ground 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 upto 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:

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. 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 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 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 Should a 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 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 Annexure-1 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 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 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. 100% payment will be made after receipt and acceptance of materials. In case of Part Receipt/Part Acceptance of Materials, On Account Payment will be made.
- iii. Bill/Invoice should be submitted through GeM Portal only.
- 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:

Supply of Printed Stationery and Miscellaneous Items 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 the Supply of Printed Stationery and Miscellaneous Items 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 Supply of Printed Stationery and Miscellaneous Items agency (Contractor).

15.0 In performing the terms and conditions of the contract, Supply of Printed Stationery and Miscellaneous Items agency (Contractor) shall at all times act as an Independent Supply of Printed Stationery and Miscellaneous Items agency (Contractor). The contract does not in any way create a relationship of principal and agent between DFCCIL and Supply of Printed Stationery and Miscellaneous Items agency (Contractor). Supply of Printed Stationery and Miscellaneous Items 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. Supply of Printed Stationery and Miscellaneous Items agency (Contractor) and their hired personnel shall never under any circumstances whatso ever, 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 the Supply of Printed Stationery and Miscellaneous Items 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 supply of items, Poor Service/Deficient Service/Improper Behavior 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 supply of printed stationery and miscellaneous items is consisting of following schedules:

S.No	Description of items	Specification of Work	No. of tentative Items
1.	Hard Board File	Good quality of 3 mm hard & colour printing having spine of 3 inches)	9000
2.	Cobra Spring file	Good quality of 240 GSM hardness with particulars printed)	4500
3.	Back Sheet	Good quality printed hard paper 180 GSM for placing both sides of files for securing of document)	4500
4.	Refreshment Coupons	Refreshment Coupons Book with Serial Nos.	9500
5.	Visiting card	Good quality of two side printed, Bilingual & three colours in one side)	30000
6.	Small Plane Envelop 10"x4½" ((window)	Printed White Envelop 10"x4½"(window) in 3 colours printing	12000
7.	Small Plane Envelop 10"x4½"(w/o window)	Printed White Envelop 10"x4½" (plain) in 3 colours printing	18000
8.	Printed Yellow Envelop (16"X12")	Printed Yellow Envelop inside laminated (16"X12") in 3 colours printing	2500
9.	Printed Yellow Envelop (10"X12")	Printed Yellow Envelop (10"X12") inside laminated in 3 colours printing	2500
10.	Letter Head	Letter Head (Reputed Brand of 85 gsm paper with logo and printed in 4 colours)	18000
11.	Rubber Stamp	Bilingual Rubber Stamp (Self-ink/Reputed Brand)	250
12.	Stainlesssteel Name plate	Stainless Steel Name plate of Min. 2 mm Thick of size (12"X4")	250
13.	Slip pad	Slip pad with 06 pages of DFCCIL logo (14 cmX20.50 cm)	750

Note – Quantity of Items may be varied as per our requirement.

- (i) 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 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 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.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

- 1.0 Materials are to be supplied as per approved sample & Specification of items only.
- 1.1 Under no circumstances, the Successful Bidder, on the award of contract, shall appoint sub-contractor for supply of Materials.
- 1.2 In case, the delivery of stationery items is not carried out within the stipulated period, the same can be arranged from the market at the risk and cost of the contractor plus 25% as the administrative cost.
- 1.3 If the requirement arises beyond office hours, no extra charges shall be payable for the same.
- 1.4 Quality of all items should be of durable/good standard. The inferior quality material will be rejected outright without explanation.
- 1.5 Material should be as per Specification and Quality.
- 1.6 Delivery is required at the DFCCIL Corporate Office, New Delhi. As per the Requirements of Material by the DFCCIL, Part Supply orders shall be issued from time to time during the Period of Contract. Items will have to be supplied within 7 days from the date of issue of Part Supply Order.
- 1.7 The glue, cotton and threads used in files should be in good quality.
- 1.8 The ink used in stamp should be in good quality and from a reputed brand.
- 1.9 It shall be the responsibility of the successful bidder to ensure timely supply of items as per DFCCIL's requirement.
- 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 successful bidder shall be bound to perform the same at his quoted rates.
- 1.12 DFCCIL General Conditions of Contract are applicable.
- 1.13 Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
 - i) District Industries Centers.
 - ii) Khadi and Village Industries Commission.
 - iii) Khadi and Village Industries Board.
 - iv) Coir Board.
 - v) National Small Industries Corporation.
 - vi) Directorate of Handicraft and Handloom.
 - vii) Any other body specified by Ministry of MSME

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

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

2.0 Resolution of Disputes and Arbitration:

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

2.1 Force Majeure:

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

- 2.2 No relationship of employer and employee shall be entertained between the DFCCIL and the staff engaged by the Successful Bidder (Contractor) for Supply of Packaged Drinking Water.
- 2.3 The Successful Bidder (Contractor) alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Successful Bidder (Contractor) for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Successful Bidder (Contractor) and Successful Bidder (Contractor) shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 2.4 Notwithstanding anything herein contained, the Successful Bidder (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 Successful Bidder (Contractor) or of any persons deployed by it pursuant to the Contract.
- 2.5 The Successful Bidder (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 Successful Bidder (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.
- 2.6 The Accepted Financial Bid (Schedule of Rates and Quantities) will be part of the Letter of Acceptance/Contract Agreement and will be valid for the Period of Contract.

3.0 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 Successful Bidder (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 Successful Bidder (Contractor) that Cost to the Company does not increase.

4.0 PENALTY:

- i. In case of any loss or damage, it shall be the liability of the contractor and DFCCIL at its discretion can deduct the total cost of damages or any part thereof from the bill of the contractor. The decision of DFCCIL in this regard shall be final and binding on the contractor.

- ii. In case if successful bidder is found in breach of any of the terms and conditions of the contract, the contract is liable to be terminated and no payment will be made.
- iii. In case of poor performance of the contractor, the contract is liable to be terminated and no payment shall be made.
- iv. The contractor shall indemnify the DFCCIL on all accounts.
- v. Regarding the imposition of penalty, the decision of the DFCCIL shall be final and binding.

ANNEXURE-I
Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated:

To,

Dedicated Freight Corridor Corporation of India Limited
, -----.

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 Bidder").s

Whereas the bidder 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 Bidder 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 bidder of any of the terms or conditions contained in the said agreement or by reason of the bidder 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 bidder 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 Bidder 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 bidder 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 bidder 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 bidder for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said bidder 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 Bidder.

The expressions “the Employer”, the Ban” and “the Bidder” hereinbefore used shall include their respective successors and assigns.

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

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. _____ (in words).
 - ii) This Bank Guarantee shall be valid 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 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 bidder” of the other part.

Whereas the Employer is desirous that the work of “Supply of Printed Stationery and Miscellaneous Items for DFCCIL Corporate office, New Delhi.”, Herein after called the “works” and has accepted a Tender by the bidder 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.
 - 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.
 - j) Successful Tenderer’s Submittal.
 - k) All Tender Forms & Annexure.
 - l) 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 Bidder as herein after mentioned, the Bidder 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 Bidder 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 BIDDER:

The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Bidder 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 bidder in respect thereof, which may arise.

6. JURISDICTION OF COURT:

The courts at 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 Bidder

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 Bidder

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the Said

By the Said

.....Name

.....Name

.....

.....

On Behalf of the Bidder in the

On Behalf of the Bidder 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-III

CONSTITUTION OF THE FIRM/COMPANY

1. Full name of Bidder'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 Supply of Printed Stationery and Miscellaneous Items 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. 2018-19 2019-20, 2020-21 and from April 2021 till date.
9. Performance of the Contractor _____

ANNEXURE-V
DETAIL OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR

S. No.	FINANCIAL YEAR	TOTAL TURNOVER in Rs.
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22 (From April 2021 to till date)	
	TOTAL	

- For Financial Years 2018-19, 2019-20, 2022-21, Copies of the Audited Balance Sheet may please be attached.
- For 2021-22, Un-Audited Results of Turnover of the Company/Firm/Agency till date 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/SAC _____ 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 7

FINANCIAL BID

1. Schedule of Rates and Quantities

(Annexure A)

S.N	Description of items	Price (in Rs.) (Inclusive GST)	No. of tentative Items	Total Estimated Amount (in Rs.) (Inclusive of GST)
1.	Hard Board File (Good quality of one colour printing having spine of 3 inches)	27.98	9000	2,51,820
2.	Cobra Spring file (good quality with particulars printed)	9.85	4500	35,460
3.	Back Sheet (Good quality printed hard paper for placing both sides of files for securing of document)	1.28	4500	3,840
4.	Refreshment Coupons Book with Serial Nos.	18.47	9500	1,66,230
5.	Visiting card (Good quality of two side printed, Bilingual & three colours in one side)	2.70	30000	81,000
6.	Printed White Envelop 10"x4½"(window) in 3 colours printing	1.61	12000	16,100
7.	Printed White Envelop 10"x4½" (plain) in 3 colours printing	1.57	18000	23,550
8.	Printed Yellow Envelop inside laminated (16"X12") in 3 colours printing	4.36	2500	10,900
9.	Printed Yellow Envelop (10"X12") inside laminated in 3 colours printing	3.69	2500	9,225
10.	Letter Head (Reputed Brand of 85 gsm paper with logo and printed in 4 colours)	1.78	18000	32,040
11.	Bilingual Rubber Stamp (Self-ink/Reputed Brand)	438.44	250	1,09,610
12.	Stainless Steel Name plate of Min. 2 mm Thick of size (12"X4")	508.59	250	1,27,148
13.	Slip pad with 06 pages of DFCCIL logo (14 cmX20.50 cm)	8.75	750	6,563
Total Estimated Amount in Rs. (Inclusive of GST, Levies & Cartage).				9,01,436
Single Percentage (Above/At par/Below) of the total estimated cost (Inclusive of GST, Levies & Cartage)				

Note-The Percentage quoted by The Bidder shall be applicable on prices of all the. Items given in schedule -1 above

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