

# **Dedicated Freight Corridor Corporation of India Limited**

(A Govt. Of India Undertaking)

5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi - 110 001

No. HQ/IT/Website/Monitoring		Date: 26 <sup>t</sup>	<sup>h</sup> July'2019
То			

**Sub:** Work of Developing, Validating & Hosting a Website for DFCCIL and thereafter rolling out including Audit and maintenance of the website successfully for six months.

Dear Sir / Madam,

Please arrange to submit quotation online using the link www.tenderwizard.com/DFCCIL on or before **15:00 Hrs. of 02.08.2019** for the subject item. The Quotation shall be opened online on www.tenderwizard.com/DFCCIL at **15:30 Hrs. on 02.08.2019** at the Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5<sup>th</sup> Floor, Pragati Maidan, Metro Station Building Complex, New Delhi-110001.

# 1.0 Instructions to Agencies for online Quotations:

- 1.1 The Quotation to be submitted online on www.tenderwizard.com/DFCCIL on or before 15:00 Hrs. of 02.08.2019. The Quotation will be opened online at 15:30 Hrs. on 02.08.2019 on www.tenderwizard.com/DFCCIL.
- 1.2 Quotation shall be submitted through online mode only at www.tenderwizard.com/DFCCIL. Quotation submitted by any other mode will not be accepted.
- 1.3 It is mandatory for all Agencies to have Class-III Digital Signature Certificate (in the name of person who will submit the online quotation from any of the Licensed Certifying Agencies ('CA') [Tenderer can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-quotation of DFCCIL.
- 1.4 To participate in E-Quotation, it is mandatory for Agencies(s) to get themselves registered with the Tender wizard (www.tenderwizard.com/DFCCIL) and to have user ID and password. Agencies have to pay Annual Registration charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee (Non Refundable) @ 0.1% of Estimated Cost + GST subject to minimum of Rs. 750/- + GST to M/s ITIL through e-payment. Already Registered Agencies at www.tenderwizard.com/DFCCIL need not pay registration charges to M/s ITIL.

1.5 www.tenderwizard.com/DFCCIL is the only website for submission of quotation. 'Vendor Manual' containing the detailed guidelines for E-Tendering available on www.tenderwizard.com/DFCCIL.

# 1.6 Modification / Substitution / Withdrawal of Quotation:

- 1.6.1 Agencies(s) may modify, substitute or withdraw their quotation after submission prior to 15:00 Hrs. of 02.08.2019 (last Date & Time for Quotation Submission termed as Quotation Closing Date & Time). No Bid shall be modified, substituted or withdrawn by Agencies after Quotation Closing Date & Time.
- 1.6.2 For modification of financial offer, Agency has to detach its previous offer from www.tenderwizard.com/DFCCIL and then upload digitally signed modified offer.
- 1.6.3 For withdrawal of Quotation, Agency has to click on withdrawal icon at www.tenderwizard.com/DFCCIL.

Before withdrawal, it may specifically be noted that after withdrawal of Quotation, for any reason, Agency cannot resubmit their quotation again.

### 1.7 Signing of Quotation:

- 1.7.1 This Quotation being E-Quotation, the Digital Signature obtained from Approved Controller of Certifying Authorities (CCA) shall only be considered as authentic for submission of quotation.
- 1.7.2 For submitting the Quotation, the Authorized Signatory shall be the Digital Signatory. In case, the Authorized Signatory and Digital Signatory are not the same, the bid shall be considered non-responsive and will be rejected.

#### 1.8 Deadline for Submission of Quotation:

Agencies must ensure to complete the Quotation submission process in time as www.tenderwizard.com/DFCCIL will stop accepting any Online Quotation after Quotation Closing Date & Time.

### 1.9 Help-Desk for E-Quotation:

For Any Clarification, Help and Registration for E-Tendering/Quotation and for obtaining Digital Signature, Contact at www.tenderwizard.com/DFCCIL and on Telephone No. 011-49424365 or Mobile No. 9599653865.

#### 1.10 Availability of Quotation Documents:

- (a) Quotations Document can be downloaded from www.tenderwizard.com/DFCCIL. Agency who wishes to view Quotation Document can visit www.tenderwizard.com/DFCCIL.
- (b) DFCCIL may issue Corrigendum to the Quotation Document which shall be placed on website www.tenderwizard.com/DFCCIL only and at least 2 days in advance of date fixed for Opening of Quotations.
- 1.11 The Agencies shall keep their offers open for a minimum period of 120 days from the date of opening of Quotations. The Agency cannot withdraw their offer within the period of Validity.

- 1.12 The complete quotation document including corrigendum digitally signed would be uploaded at www.tenderwizard.com/DFCCIL in 'Document Library'.
- 1.13 Financial Bid (Excel File) is to be downloaded from website www.tenderwizard.com/DFCCIL and then is to be filled, saved and uploaded (through Digital Signature) on the same website.

### 2.0 Terms and Conditions:

### 2.1 Period of Completion:

Period of Completion shall be 2 months for development/ certification/ audit and 6 months support & maintenance from the date of issue of Acceptance.

### 2.2 Delivery:

Delivery is required at the DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi – 110001.

# 2.3 Terms of Payment:

- i. No advance payment shall be made.
- ii. Payment will be made as per payment terms as detailed in the Website TOR / Scope. (Annexure-A)
- Invoices should be submitted in duplicate, duly signed and stamped by the Contractor.
- iv. Payment to the Contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT mandate Form issued by their bank.
- v. Tax Deducted at Source (TDS) will be deducted from the payment due to the Contractor as per rules of the state / Central government if applicable.

#### 2.4 Acceptance:

Security Auditing, Security clearance certificate should be obtained during hosting Website. Security clearance certificate should be provided from certified auditor to address this requirement. As per condition of deliverables at DFCCIL.

### 2.5 Paying Authority:

DFCCIL's Finance Department as represented through GGM/Finance is the paying authority.

#### 2.6 Variation:

Variation will be the done if required and approved by DFCCIL.

#### 2.7 GST Registration:

Agency shall be registered under GST Act and shall furnish GST Registration Number along-with the Quotation. Agency shall furnish GST Registration Number on the invoices while submitting for payment.

#### 2.8 Security Deposit:

The Contractor has to submit a Performance Bank Guarantee (PBG) equal to 5% of total Accepted Cost as per the Letter of Acceptance for maintenance period within 15 days from the Date of Issue of Letter of Acceptance. The PBG may be deposited in the form of a Demand Draft/Banker's Cheque issued by

any Nationalized/Scheduled Bank in favour of 'Dedicated Freight Corridor Corporation of India Ltd.', New Delhi, payable at New Delhi. The PBG shall be refunded without interest, after 60 days of the completion of support period.

### 2.9 Maintenance and Support:

**Support** and maintenance of the delivered Applications is for a period of 6 months from the date of acceptance. During this period, any defect due to implementation shall be attended free of cost by the Supplier. The Supplier shall correct and debug all defect free of cost within a period of 1 week.

- 2.10 The Applications strictly in accordance with the IT/Cyber Acts of India.
- 2.11 Rates quoted shall be all inclusive of Labour, Material and Cartage etc. but excluding GST. GST shall be paid as per applicability. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to DFCCIL & shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure-E.
- **2.12** DFCCIL reserves the right to modify, expand, restrict, scrap and re-invite the quotations without assigning any reason.
- 2.13 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 i.e. anybody 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.

# 2.14 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.

# 2.15 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.

### 2.16 Non-Disclosure Agreement:

The Firm on award of work to sign and abide by the Non-Disclosure Agreement with DFCCIL.

#### 2.17 Start of Work:

The Firm to start the work within seven days from date of receiving the PO / Letter of Acceptance from DFCCIL.

2.18 The work awarded / acceptance can be terminated with prior notice of one month period.



# Encl.:

- 1) Payment Terms & Time Schedule (Annexure-A).
- 2) Price Quote Format (Annexure-B).
- 3) Terms of Reference (Annexure-C).

# Payment Terms & Development Time Schedule for Website

SN	Item Particulars	Timelines (in months) where T = date of award.	Payment Percentage of the value at item (1) in Annexure-B
1	Completion / Rollout of PCDO Module	T+1	20.00%
2	Completion / Rollout of Training Module	T+1	20.00%
3	Completion / Rollout of Performance Monitoring Module	T+2	40.00%
4	Successful maintenance for 6 months of Developed Website after Rollout including Audit	T+8	20.00%

Maintenance charges will be payable quarterly in equal instalments.

# **Price Quote Format**

SN	Item	Price Quote excluding GST (Rs.)
1	Developing, Validating & Hosting a Website for DFCCIL and thereafter rolling out including Audit and maintenance of the website successfully for six months.	
	Total of Price Quote (in words) excluding GST =	

### NOTE:

- Agency is required to quote their rates Online in the given format of Excel Sheet on website www.tenderwizard.com/DFCCIL in terms of the Total Cost excluding GST. Only rates quoted online shall be considered for Evaluation.
- 2. GST as applicable will be paid extra.

# Terms of Reference (TOR) / Scope of Work

Developing, Validating & Hosting a Website for DFCCIL and thereafter rolling out including Audit and maintenance of the website successfully for six months with following functionalities:

- (i) Online MCDO Module: Website will provide predefined input field to the 14 numbers of CGM Office Units Users across the DFCCIL to enter the details. It should auto combined at Corporate Office Level. Develop different reports as per the formats maintained manually. SMS alerts are to be activated.
- (ii) Training Module: Corporate office should upload the Training slots available. Employees of DFCCIL will be allowed to send request for training against uploaded training slots or Employees may generate the Request of their own. At Corporate level the requests are to be clubbed, prioritized and executed. Post training activities are to be monitored. SMS alerts are to be activated at every stage.
- (iii) Performance Monitoring Module: To monitor the key performance parameter of DFCCIL, design & develop a workflow to capture KPIs, as determined by DFCCIL in seamless and integrated manner. Web pages should captures most of the activities at Field level. Consolidate these information at Corporate Level with adequate search facilities. Sending Key alerts on mobile should be integral part of the system.

Excluding: Following activities will not be included in the Scope of Work

- DFCCIL will provide the space for Website on cloud with proper software Licenses.
- Payments to 3<sup>rd</sup> party SMS gateway will be done by DFCCIL. However, the integration of SMS gateway with website is the responsibility of Vendor.
- The Development phase of Website will include onsite and offsite development. DFCCIL will not provide any Hardware support for offsite activities, however for onsite activity DFCCIL will provide necessary Computer, testing server and working space to the personnel placed at DFCCIL.

<u>Technology to be used:</u> Website is to be developed on one of the latest technology available in market.

<u>Training for each Module:</u> Training of Users for each Module limiting to 1-3 days of efforts for training in each module.

Intellectual Property Right: The source code will be the property of DFCCIL. The Vendor will ensure that no information related with website and data will shared with any person or organization, who is not concerned with DFCCIL without the permission of DFCCIL. For this a Non-Disclosure agreement is to be signed between Vendor and DFCCIL.