



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

A Government of India (MINISTRY OF RAILWAYS) Enterprise.

(E- TENDER DOCUMENT)

Name of Work : Hiring of Building on lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.

Project office:- Chief General Manager, DFCCIL, Allahabad (East), 2nd FLOOR, OCC BUILDING, SUBEDARGANJ, JHALWA, ALLAHABAD– 211012, Tel.: 05442-246533

Corporate Office:-DFCCIL, 5th Floor, Pragati Madian Metro station Building Complex, New Delhi – 110 001



BID DETAIL

(TOP SHEET)

&

(FORM OF BID)



TOP SHEET

Tender No. ALD(E)/EN/Office Acc.MZP/184		Date: 13.12.2019
Name of work	Hiring of Building on Lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis	
Approx. Cost	Rs. 13,50,864/-	
Earnest Money	Rs. Rs. 27,017.28/- (Rs.Twenty seven thousand seventeen& twenty paise only) (The amount of earnest money is to deposited by the bidder offline mode through DD/Banker's cheque /FDR, issued from any nationalized bank in favour of DFCCIL payable at Allahabad).	
Completion Period	Total 36 Months from the date of issue of acceptance letter.	
Date of Opening	15.01.2020 at 15.30 hrs.	

For & on behalf of **DFCCIL**
Chief General Manager/ALD(E)



FORM OF BID

Place:.....

Date:

Chief General Manager,
2nd FLOOR, OCC BUILDING,
SUBEDARGANJ, JHALWA, DFCCIL,
Allahabad (East) 211001

Sir,

I / We have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 90 days from the date fixed as last date for receipt of completed tender in your office. In the event of my/our default, I/We will be liable for forfeiture of my/our earnest money.

1. I / We offer to do "Hiring of Building on Lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis" under jurisdiction of CGM/ALD/East and the percentage/rate quoted by me/us in the BOQ bind myself/ourselves to complete the work in 36 (Twelve) months. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to specifications of vehicle and services laid down by DFCCIL for the present contract.
2. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies if:
 - a) I / We do not execute the contract document within Seven days after receipt of notice issued by DFCCIL that such documents are ready.

OR

 - b) I / We do not commence the work within 15 days after receipt of LOA issued.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
4. Payment of stamp duty on the agreement to be executed in pursuance of this tender will be borne by DFCCIL.

Signature of witnesses:
Tenderer(s) address

Signature of Tenderer (s) & Date

- 1.
- 2



(NOTICE INVITING E- TENDER)



Dedicated Freight Corridor Corporation of India Limited
(A Government of India Undertaking)
MINISTRY OF RAILWAY

Tender No. ALD(E)/EN/Office Acc.MZP/184

Date:

M/s _____

NOTICE INVITING E- TENDER

- 1 The Chief General Manager, DFCCIL, Allahabad (East)2nd Floor, OCC Building, Subedarganj, Jhalwa, Allahabad-211012, U.P. invites sealed open E- Tenders in single packet system.

1	TENDER NO.	ALD(E)/EN/Office Acc.MZP/184
2	Name of Work	Hiring of Building on Lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.
3	Tender Value (Rs.)	Rs.13,50,864.00
4.	Earnest Money Deposit(Rs.)	Rs. 27,017.28
5.	Period of completion	36 months
6.	Cost of Tender Documents for each tender	Rs. 2360 (Inclusive of GST @18%), Through Banker Cheque /Demand Draft in favour of Dedicated Freight Corridor Corporation of India Limited , Allahabad towards the cost of one set of tender document. The Banker's Cheque Demand Draft shall be from State Bank of India or any nationalized Bank or any Scheduled Bank.
7.	Tender Processing fee	Rs. 1594.00 (Inclusive of GST @ 18%)
8.	Performance Guarantee	5 % of the contract value as per General condition of Contract.
9.	Security Deposit	In addition to Performance Guarantee , the agency will have to deposit 5% Security deposit to be deducted@10% of running account bills
10.	Validity of offer	90 days from date of opening
11.	Address of Communication	Chief General Manager(East) Allahabad, 2nd Floor, OCC BUILDING, SUBEDARGANJ, JHALWA, ALLAHABAD, - 211012, UTTAR PRADESH, INDIA Phone No. 0532-2287620,Email- omprakash@dfcc.co.in
12.	Help desk for e-tendering	For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL,please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no.9599653865
13	Date & Time of start & submission of filled tender document	E-Tender can be downloaded from 15:00 hrs. of 16.12.2019 from website www.eprocure.gov.in, www.tenderwizard.com/DFCCIL and DFCCIL website www.dfccil.gov.in and can be submitted up to 15:00 hrs of 15.01.2020 on www.tenderwizard.com/DFCCIL
14.	Date & Time schedule	At 15.30hrs on 15.01.2020 at CGM Office Allahabad/East
15.	E-Tendering Website address as Help desk No.	www.tenderwizard.com/DFCCIL Helpdesk no. 011-49424365 or mob. 8090426426



1. The Tender document can be downloaded from DFCCIL's website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL & Central Procurement Portal, eprocure.gov.in. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall summarily rejected
2. The cost of tender documents & EMD shall be deposited in DFCCIL mentioned in Appendix to tender (The amount of earnest money is to be deposited by the bidder offline mode through DD/Banker's cheque /FDR, issued from any nationalized bank in favour of DFCCIL payable at Allahabad).
3. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL's website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
4. The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Allahabad towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in "**BID offer**". Bill of Quantities with rates duly filled in are to be uploaded in "**Financial offer**". **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
5. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% (or latest) to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.
6. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening.



Address of Office of the Chief General Manager/ ALD(E) (for submission & opening of tenders):

Chief General Manager/ALD(E),
2nd FLOOR, OCC BUILDING, SUBEDARGANJ,
JHALWA, DFCCIL,
Allahabad (East) 211001

All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened on a subsequent date through process of e-tendering, which will be notified to such bidders on line. The sequence of opening shall be:

- i) Earnest Money Deposit(EMD)
 - ii) Bid Document.
 - iii) Financial Bid.
7. Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.
 8. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
 9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL’s assessment of suitability as per eligibility criteria shall be final and binding.
 10. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
 11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 9.0 of Notice Inviting Tender.
 12. The validity of the offer shall be 90 days.
 13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For & on behalf of **DFCCIL**
Chief General Manager/ALD(E)



GENERAL INFORMATION

Tender Notice No.	ALD(E)/EN/Office Acc.MZP/184
Name of the work	Hiring of Building on Lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.
Tendered Value/ Estimated Cost	Rs. 13,50,864.00
Completion period	36 months
Earnest Money	Rs. Rs. 27,017.28/- (The amount of earnest money is to deposited by the bidder offline mode through DD/Banker's cheque /FDR, issued from any nationalized bank in favour of DFCCIL payable at Allahabad).
Cost of Document	Rs. 2360 (Inclusive of GST @18%), Through Banker Cheque /Demand Draft in favour of Dedicated Freight Corridor Corporation of India Limited , Allahabad towards the cost of one set of tender document. The Banker's Cheque Demand Draft shall be from State Bank of India or any nationalized Bank or any Scheduled Bank.
Tender Processing Fee	Rs. 1594.00 (Inclusive of GST @ 18%) (Non-refundable) through e-payment while uploading of tender.
Date and time of issue of tenders (on Line)	From 16.12.2019 to 15.01.2020(Till 15.00hrs)
Last date and time of submission of Tender	15.01.2020 at 15.00 hrs.
Date and time of opening of Tenders	On 15.01.2020 at 15.30 hrs.
Validity of Offer	90 days
Retention Money / Security deposit	Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value.
Performance Guarantee (PG) in the form of Bank Guarantee or Fixed Deposit Receipt (FDR)	To be submitted within 30 days from the date issue of Acceptance Letter by DFCCIL; an irrevocable bank guarantee or Fixed Deposit receipt (FDR) for the amount 5% of the contract value.



Instructions to Tenderer

1.0 General (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal (<https://www.tenderwizard.com/DFCCIL>) of M/s ITI a Government of India Undertaking. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

1.1 Instructions

a. Online E-Bidding Methodology:

Online E- Bid System – Financial bids & bids shall be submitted by the bidder at the same time in single Packet

b. Broad outline of activities from Bidders perspective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare & arrange all document/paper for submission of bid online and tender fees & EMD deposit as mentioned in appendix to tender & Notice Inviting E-Tender.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

c. Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each



user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

d. Registration

The Tender document can be downloaded from the website: www.tenderwizard.com/DFCCIL and to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security (in the form of DD- i n original) have to be submitted to Concern DFCCIL office as per address given in Bid document before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

- e.** DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

- 1.2. After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as given below) to get your registration accepted/activated.

A .

2 General

- 2.1 **Name of the Work:** ". Hiring of Building on Lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis

- 2.2 "A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory".

- 2.3 The work is proposed to be executed under the following relationship.

A) **Employer** : DFCCIL

B) Contractor : The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

- 2.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer"), "bid/tendered", "bidding"/"tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.



- 2.5 Scope of Work as indicated in „as indicated in 2.1 above
- 2.6 Approximate Estimated cost of the work is as indicated in the General information to Tender.”
- 2.7 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 2.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

4 Content of bidding documents submitted through online mode only

- 4.1 The bidding documents include the following:
 Notice Inviting Tender
 Instructions to tenderers
 Form of Bid
 Financial bid and Bill of Quantities
- 4.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders" risk and may result in rejection of his bid.

5.0 Understanding and Amendment of Tender Documents

- 5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 5.2 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- 5.3 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.



C. Preparation of the Bids

6 Language of Bid

6.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

7 Signing of All Bid papers and Completing Bill of Quantities

7.1 All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original Power of Attorney).

7.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.

7.3 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

7.4 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Already registered bidder to M/S ITI need not to pay any registration charges. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid.

8 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

9 Transfer of tender documents

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

**10****Earnest Money**

- 10.1 The tenderer must furnish the Earnest Money as indicated in “General Information” for the work as specified, failing which the tender shall be summarily rejected. The amount of earnest money is to deposited by the bidder offline mode through DD/Banker's cheque /FDR, issued from any nationalized bank in favour of DFCCIL payable at Allahabad
No interest shall be allowed on Earnest Money Deposit.

10.2 Forfeiture of Earnest Money:

- 10.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the “Appendix to Tender” or extended validity period as agreed to in writing by the tenderer.
- 10.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
- i) sign the Contract Agreement in accordance with the terms of the tender, or
 - ii) furnish Performance Guarantee in accordance with the terms of the tender, or
 - iii) Commence the work within the time period stipulated in the tender.
- 10.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

10.3 Return of Earnest Money:

- 10.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.
- 10.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:
- i) If the Earnest Money Deposit (EMD) the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

11 Period of validity of the tender:

- 11.1 The tender shall remain valid for the period indicated in “General Information” after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 11.2 Notwithstanding the above clause, Employer may solicit the tenderers’ consent to an extension of the validity period of the tender. The request and the response shall be made in writing.



Submission of Bids

12 Deadline for submission of tender

- 12.1 The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing bid offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Allahabad towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Bid offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature class 3 for signing the documents.**
- 12.2 A tender received without on line to Employer is liable to be rejected.
- 12.3 Bidder cannot see uploaded/ quoted rate once saved. Bidder can anytime change quoted rated before date & time of closing of tender.
- 12.4 Original EMD & tender document fees received after opening of the tender shall be rejected.

13 Withdrawal of tender

No tender can be withdrawn after submission and during tender validity period.

- 14 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

15 Opening of the tender

- 15.1 Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. Bid of the bidders shall be opened on a subsequent date through process of e-tendering only, which will be notified to such bidders on line. The sequence of opening shall be :
- i) Earnest Money Deposit(EMD)
 - ii) Bid detail.
 - iii) Financial Bid.
- 15.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- 15.3 Tenderer’s name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.



16 Clarification of the tenders

- 16.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

17 Preliminary examination of bids

- 17.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 17.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

18 Evaluation and comparison of tenders

- 18.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Notice Inviting E-Tender**. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

- 18.2 The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

19 Canvassing

- 19.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

20 Right to accept any tender or reject all tenders

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

- 21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

22 Award of Contract

- 22.1 Employer/Engineer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

- 22.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

23 Help desk for E-Tendering

- 23.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. 9599653865.

- 23.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.

Invitation for Expression of Interest

Name of Work: Hiring of Building on lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.

Duration: 36 Months.

Essential Requirements:-

1. Building should be Commercial & located on NH at maximum distance of 50 mtrs. from 20 feet road.
2. The building should be located near to Mirzapur Railway Station and to Highway. The building plot should have overall area of not less than 3000 Sq. feet and built up area should not be less than 2500 Sq. feet. The building should have parking space of minimum five vehicles.
3. The building should have minimum 01 Hall, 06 Rooms, 01 Veranda & 02 Toilets etc. The building should be fully furnished with respect to Toilet/Sanitary, Electrical wiring, fitting & fixtures etc.

The detailed requirement and special condition regarding requirements of DFCCIL can be obtained from the office of **Chief General Manager/DFCCIL/Allahabad (E), 2nd Floor, OCC Building, Subedarganj, Jhalwa, Allahabad-211012** on any working day (Except Sunday) between 10.00 Hrs. to 17.00 Hrs. and up to 15:00 Hrs on 15.01.2020. Bid document may also be downloaded from DFCCIL website: www.dfccil.com or <http://eprocure.gov.in> . The last date for submission of filled offer is 15.01.2020 up to 15.00 Hrs. at the office of CGM/DFCCIL/Allahabad (East).

In case of any difficulty/Quarries the following officers may be contacted.

- | | | |
|-----|--------------------------------------|------------|
| i. | Sh. O.P. Srivastava, PM/Engg./ALD(E) | 7897710888 |
| ii. | Sh. S.K. Gupta, Dy.PM/S&T/MZP | 7897157770 |

For & on behalf of **DFCCIL**
Chief General Manager/ALD(E)

Invitation for Expression of Interest

Name of Work: Hiring of Building on lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.

Duration: 36 Months.

Essential Requirements:-

- 1.** Building should be Commercial & located on NH at maximum distance of 50 mtrs. from 20 feet road.
- 2.** The building should be located near to Mirzapur Railway Station and near to Highway and should be commercial. The building plot should have overall area of not less than 3000 Sq. feet and built up area should not be less than 2500 Sq. feet. The building should have parking space of minimum Five vehicles.
- 3.** The building should have minimum 01 Hall, 06 Rooms, 01 veranda & 02 toilets etc. The building should be fully furnished with respect to Toilet/Sanitary, electrical wiring, fitting & fixtures etc.

The detailed requirement and special condition regarding requirements of DFCCIL can be obtained from the office of **Chief General Manager/ DFCCIL/Allahabad (E), 2nd Floor, OCC Building, Subedarganj, Jhalwa, Allahabad-211012** on any working day (Except Sunday) between 10.00 Hrs. to 17.00 Hrs. and up to 15:00 Hrs on 15.01.2020. Bid document may be downloaded from DFCCIL website: www.dfccil.com or <http://eprocure.gov.in> or tenderwizard.com/DFCCIL The last date for submission of filled offer is 15.01.2020 up to 15.00 hrs. at the office of CGM/DFCCIL/Allahabad (East).

In case of any difficulty /Quarries the following officers may be contacted.

- | | | |
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| i. | Sh. O.P.Srivastava, PM/Engg./MZP | 7897710888 |
| ii. | Sh. S. K. Gupta, Dy.PM/S&T/MZP | 7897157770 |

For & on behalf of **DFCCIL**
Chief General Manager/ALD(E)

INSTRUCTIONS TO BIDDERS

1. The offer forms will be available up to 15.00 Hrs. 15.01.2020 on week days (Excluding Holidays and Sundays).
2. The last date for submission of filled offers is up to 15.00 Hrs. 15.01.2020 the offers received after the last date and beyond the time mentioned above will not be considered.
3. Offers will be opened on 15.01.2020 at 15.30 Hrs. in the presence of bidders or their authorized representatives who may like to be present at DFCCIL office. After preliminary scrutiny of the offer/bids, site inspection of the premises offered & assessment of the offers will be done and detail will be intimated to offerers by writing/ Mail.
4. The offer document consists of the following.
 - i. Instructions to bidders, Terms & Conditions.
 - ii. Technical requirement.
 - iii. Financial Bid.

The offers are to be submitted in bid offer document complete in all respects. The document consists of all the required information called for in the questionnaire and shall contain, inter alia, the details regarding the property viz. name of the properties and its ownership, location, area of the plot, floor area of portion to be leased, amenities, sanctioned electrical power load, usages of the property, photographs and other terms and conditions relevant to the hiring of premises with documentary evidence.

5. All the pages of the offer document are to be signed by the bidder. In case of joint ownership, all owners have to sign all the pages of the bids. Incomplete bids lacking in details and without signatures are liable to be rejected.
6. Offerer should note that their offer should remain open for consideration for a minimum period of 90 days from the date of opening of bid offer.
7. The offer inviting Authority reserves the right to accept any offer or to reject any or all offers at his sole discretion without assigning any reasons thereof. The offer Inviting Authority does not bind to accept the lowest offer.
8. The offerer should use the offer document supplied by DFCCIL & in case of any discrepancy his/her offer will be rejected.

For & on behalf of **DFCCIL**
Chief General Manager/ALD(E)

TERMS AND CONDITIONS

1. DFCCIL is a public sector unit Ministry of Railways created under Indian companies act. Main operation of DFCCIL is under domain of Indian Railway Infra Structure creation and operation.
2. The terms and conditions along with the instructions will form part of the offer to be submitted by the offerer to DFCCIL, herein terms and Conditions.
3. Offer which is received on account of any reason whatsoever including postal delay etc. after 15:00 Hrs on 15.01.2020, fixed for submission of offers, shall be rejected and will not be considered. Such offers shall be returned to the concerned party without opening the same.
4. All vendors are requested to submit the offer documents duly filled in with the relevant documents/ information at the following address:
Chief General Manager/ DFCCIL/Allahabad (E) , 2nd Floor, OCC Building, Subedarganj, Jhalwa, Allahabad-211012.
5. All columns of the offer documents must be duly filled and no column should be left blank.
6. All the pages of the offer documents are to be signed by the authorized signatory of the offerer. Any over writing is to be duly initialed by the offerer. The Corporation reserves the right to reject the incomplete offer or in case where information submitted/ furnished is found incorrect.
7. In case the space in the offer document is found insufficient, the offers may attach separate sheets.
8. The short-listed offer will be informed in writing/mail by DFCC for arranging site inspection of the offered premises.
9. Income-Tax and Statutory clearances shall be obtained by the offer at their own cost, as and when required.
10. All payments to the successful offer shall be made by NEFT/ECS/RTGS/CHEQUE only.
11. The title report proving ownership and clear marketability is to be made available for inspection of DFCC.
12. The premises shall be preferably freehold. Alternatively, if it is leasehold, in case of such premises, details regarding lease period, copy of lease agreement, shall be furnished. In case of third party offer the POA (Power of attorney) should also be enclosed.
13. There should not be any water logging inside the premises and surrounding areas.
14. The premises should have good frontage and proper access.
15. It should be in the main city area have all public facilities and within 01 Km. of radius.
16. It should not be a residential apartment to avoid any kind of disturbances to families and office workers.
17. The particulars of amenities provided/proposed to be provided in the premises should be furnished in the offer bid.
18. All the taxes pertaining to property will be paid by the owner/lessor.

19. The Lessor shall arrange for repairs and maintenance, white washing/color washing/oil bound Distemper (OBD) painting/painting to doors, windows etc. as and when informed by the lessee.
20. The bids will be evaluated on techno commercial basis giving weightage to the different aspects in various parameters like location, distance from local Railway station, amenities available, exclusivity, nearby surroundings, quality of construction, efficacy of the internal layout of premises and layout of buildings in the complex.
21. The owners of the premises will have to hand over the possession of premises within 10 days after the acceptance of their offer by CGM/DFCCIL/ALD (E) Unit.
22. **Lease Period:** The period of lease will be three years and minimum notice period will be of three months from either side for termination of agreement. The lease period will be extendable for mutually agreed period on same terms and conditions.
23. The furnishing/interior & furnished layout of the space offered would be subject to approval of DFCCIL.
24. The escalation in rent will be 3% simple interest per annum (Non-Cumulative) and it will be applicable annually.
25. **Lease Agreement:** Will be between the owner and DFCCIL & rent will be paid to respective owner/lease holder.
26. **Income Tax:** Will be deducted at source at prevailing rate as per extant rules.
27. **GST:** GST as applicable will be reimbursed by the DFCC on the production of documentary evidence deposit of GST by the lessor.
28. **Water Supply:** The owner should ensure and provide adequate supply of water for W.C & Lavatory etc. throughout the lease period at his own cost.
29. **Electricity:**
 - a) The building should have commercial electrical connection with sufficient electrical/power load sanctioned.
 - b) Electricity charges will be borne by the lessee for the area taken on lease, on actual basis based on the separate meter which would be provided by the lessor.
 - c) At the time of taking over possession of the premises, DFCC will note the electricity meter reading in lessor presence or their authorized representatives. The electrical charges will have to be borne by the lessor up to that point.
30. **Parking:** The lessor shall provide Car parking space (Nominated parking space) for minimum five vehicles inside the premises else the offer will not be considered.
31. **Covered Area Measurements:** Joint measurement will be taken in the presence of DFCCIL official and vendor/authorized representative for finalizing the covered area.
32. As per Government of India rule (DFCC) advance rent for maximum 3 months duration can be borne by DFCC.

Place: Allahabad

For & on behalf of **DFCCIL**
Chief General Manager/ALD(E)

Date:

Agreed & Accepted:-

Signature of Bidder/Offerere with seal

TO BE FILLED BY OFFERER

1. Name of the property:

2. Owner of the Property/ offer of property with POA

3. Location & Address:

4. Area
 - i. Total Area of Plot:

 - ii. Built up Area:

 - iii. Total nos. of built up floors:

DECLARATION FORM

The technical qualification criteria for the office space are as under:-

1. It is certified that the Mirzapur Railway station is not more than 1 Km. away from the offered building.
2. It is certified that the nominated vehicle parking space inside the premises for a minimum of five vehicles (SUV) will be provided.
3. The offered overall area is not less than 3000 sq. ft. and the built-up area is not less than 2500 sq. ft.
4. Basement area will not be offered.
5. The office space is with electricity and water supply arrangement.
6. The office space is available within 50 mtrs. From NH, at least on 20 feet road and has its independent parking space.
7. These documents are signed by the owner/person authorized by the owner through the POA.

Signature of the offerer

PROFORMA FOR TECHNICAL INFORMATION

Please write /indicate the details

(1) Distance from Mirzapur Railway Station	
Road Distance of offered office space from nearest DFCCIL station	
0-200 mtr.	
200-400 mtr.	
400 – 600 mtr..	
600-800 mtr.	
800-1000 mtr.	
More than 1000 mtr.	
(2) Electrical details	
Total Sanctioned power load (KW)	
Power Load for office space (KW)	
(3) Parking area details	
Allotted parking space inside the premises for no. of vehicles	
Upto five vehicles	
More than five vehicles	
(4) Rooms details	
i) Total nos. of Halls	
ii) Total No. of Rooms.	
iii) Total No. Verandas	
iv) Total No. of Toilet	

FINANCIAL BID

Name of work: Hiring of Building on lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.

Name of the owner/vendor/Firm:.....

S.No.	Address and Details of the property	Total Built up Area of the premises offered (Sq.ft.)	Total plot area of Building (sq.ft.)	Total rent for Building in figures and words(Rs.)
	Total			

The rent will be paid from the date of taking possession of the premises.

The offered rate includes the following.

- Rent of furnished office.
- Provision and maintenance of services like Electricity and Sanitary etc.
- The Electricity charges would be borne by DFCC.
- Service tax will be borne by DFCC.

Validity of Offer:

The offer would remain valid at least for a period of 45 days to be reckoned from the date of opening of offer/bid.

Place: Allahabad

Dated:.....

Signature of Bidder/Vendor/With seal

Schedule of Quantities

Sub: Hiring of Building on Lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.

Tender No.: ALD(E)/EN/Office Acc.MZP/184

S. No.	Description of work	Unit	Qty.	Rate	Amount (Rs.)	Remarks
1	Hiring of Building on Lease for office purpose of DFCCIL (A PSU of Ministry of Railway) Mirzapur on monthly rental basis.	Month	36	31800	1144800	
Total					1144800	
Add GST @18%					206064	
Grand Total					1350864	

