



Dedicated Freight Corridor Corporation of India Limited
(A Govt. Of India Undertaking)

4th Floor, Supreme Court Metro Station Building Complex, New Delhi – 110 001

No. HQ/IT/IT Services

Date: 4th June'2020

The _____,
_____.

Sub: E-quotations are invited from IT Firms for providing IT Services, for the work of Maintenance of DFCCIL's IT Network, by two Network Maintenance Resources and provide Support on Network issues of Corporate Office and Field Units of DFCCIL, as per the scope, for a period of 12 months.

Sir / Madam,

DFCCIL looking for the IT Services from an IT Firm for the work of Maintenance of DFCCIL's IT Network at Corporate Office and Field units, by two Network Maintenance Resources and other Support Services as per the scope, for a period of 12 months, by two well Qualified and experienced Network Maintenance Resources, during the Office working hours, to be stationed at Corporate Office, New Delhi, to perform the work as per the Scope.

Scope of work: An IT Firm to provide the IT Services of two Network Maintenance Resources and other Support Services for the period of 12 months to maintain DFCCIL existing IT Network at Corporate Office and Field Units, which is described as under:

DFCCIL's Corporate Office having three Data Centre rooms, one each at every Floor i.e. 5th, 4th and 3rd Floor. All the three Floors are connected through Fibre / CAT cables connections between numbers of Network equipment i.e. L3 Switches / L2 Switches etc.

DFCCIL Corporate Office is also connected with through MPLS connectivity / VPN connectivity with the 14 CGM Locations along with their sub-Offices across the two Corridors i.e. Eastern Corridor and Western Corridor.

To maintain the IT Network, Network Resources to attended the day-to-day upcoming Network issues i.e. non-connectivity, no-network or slow speed of transfer of data across the existing Network as well as at DFCCIL Official's chambers / Cabins / Work Stations etc. located across the Corporate Office Building. The Resources also to maintain / access / update / replace the non-working / faulty Network instruments / switches, faulty cables, connections / i/o switches, ports etc. To establish communication / chase / do liaison work with DFCCIL's Internet Service Providers, who are providing internet services to DFCCIL regarding continuity of their connectivity. Also to provide the services, complete in all respect, so as to maintain the

DFCCIL's IT Network connectivity active by resolving the issues occurring on day to day basis.

The successful bidder has to intimate the Administration of DFCCIL about the faulty parts which need replacement / addition of Hardware items required for successful functioning of Network. Administration will procure the items after analysing the requirements. It will be the responsibility of the contractor to replace these items and configure them for successful functioning of network mentioned in the scope of work.

Items Excluded from scope of work: The Scope of the work does not include the supply / procurement of any Hardware items.

Please arrange to submit your e-quotation online using the link www.tenderwizard.com/DFCCIL on or before 15:00 Hrs. on 15.06.2020 for the subject item. The E-quotations shall be opened online on www.tenderwizard.com/DFCCIL at 15:30 Hrs. on 15.06.2020 at 4th Floor, Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building Complex, New Delhi -110 001.

1.0 Instructions to Firms for Online e-quotations:

- 1.1 The E-Quotation can be submitted Online on www.tenderwizard.com/DFCCIL on or before 15:00 Hrs. of 15.06.2020. This e-quotation will be opened online at 15:30 Hrs. on 15.06.2020 on www.tenderwizard.com/DFCCIL.
- 1.2 E-quotation shall be submitted through online mode only at www.tenderwizard.com/DFCCIL. Quotations submitted by any other mode will not be accepted.
- 1.3 It is mandatory for all Firms to have Class-III Digital Signature Certificate (in the name of person who will submit the online e-quotation from any of the Licensed Certifying Agency ('CA') [Quotationer 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 Firm(s) to get themselves registered with the Tender wizard (www.tenderwizard.com/DFCCIL) and to have user ID and password. Firms have to pay Annual Registration charges of Rs. 2000/-+GST to M/s ITIL through e-payment. Already Registered Firms 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 e-quotation. 'Vender Manual' containing the detailed guidelines for e-tendering available on www.tenderwizard.com/DFCCIL.
- 1.6 Modification / Substitution / Withdrawal of e-quotation:
 - 1.6.1 Firm(s) may modify, substitute or withdraw their e-quotations after submission prior to 15:00 Hrs. of 15.06.2020 (Last Date & Time for e-quotation Submission termed as e-quotation closing date & time). No Bid shall be modified, substituted or withdrawn by Firm after quotation closing date & time.
 - 1.6.2 For modification of financial offer, Firm has to detach its previous offer from www.tenderwizard.com/DFCCIL and then upload digitally signed modified offer.

- 1.6.3 For withdrawal of e-quotation, Firm has to click on withdrawal icon at www.tenderwizard.com/DFCCIL.
- 1.6.4 Before withdrawal, it may specifically be noted that after withdrawal of e-quotation, for any reason, Firm cannot resubmit their e-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 e-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:
Firms must ensure to complete the e-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. Firms, who wish 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 e-Quotation.
- 1.11 The complete quotation document including corrigendum digitally signed would be uploaded at www.tenderwizard.com/DFCCIL in 'Document Library'.
- 1.12 Financial Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com/DFCCIL and then is to be filled, saved and uploaded (through Digital Signature) on the same website.
- 2.0 Terms and Conditions:
- 2.1 Period of Contract:
Period of Contract shall be 12 months for Support & Maintenance from the date of receipt of Acceptance Letter.
- 2.2 Delivery:
Reporting of two Network Maintenance Resource, would be at IT Department, 4th Floor, DFCCIL, Corporate Office, Supreme Court 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 Annexure-A.

- iii. Invoices should be submitted monthly in duplicate, duly signed and stamped by the Firm.
 - iv. Payment to the Firm shall be made through Electronic Clearing System (ECS). The Firm 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 Firm as per rules of the state / Central government if applicable.
- 2.4 Acceptance:
Satisfactorily fulfillment of contract conditions at DFCCIL.
- 2.5 Paying Authority:
DFCCIL's Finance Department as represented through GM/Fin/CF 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 / Contract Performance Bank Guarantee
On acceptance the successful bidder shall have to submit Performance Bank Guarantee (PBG) amounting to 5% of the quoted value in the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of 'Dedicated Freight Corridor Corporation of India Ltd.', New Delhi, as per the Performa as prescribed by DFCCIL, within 15 days of receipt of Letter of Acceptance.
The validity period of the above PBG is to be 60 days after the completion of Contract period i.e. 12 + 2 = 14 months.
The Security deposit / Performance Bank guarantee is intended to secure the satisfactory Performance of the deployed Resources. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Security deposit / Performance Bank guarantee. However, it is not to be construed as limiting the recoverable under the contract.
Format of Performance Bank guarantee to be submitted by the successful bidder is attached as Annexure-B. The PBG shall be returned / released without any interest, after 60 days of the completion of contract period.
- 2.9 Maintenance and Support:**
Support and maintenance of the DFCCIL Network is for a period of 12 months from the date of receipt of Letter of Acceptance. During this period, any defect in the Network shall be attended free of cost by the Firm. The all Hardware / Cables / parts required to be installed / replaced for maintaining the DFCCIL Network shall be supplied by DFCCIL but debug of all defects and rectification to be at no extra cost to DFCCIL.
- 2.10 The Network maintenance activity strictly in accordance with the IT / Cyber Acts of India.
- 2.11 Rates quoted shall be all inclusive of Labor work put in by the resource 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 7 days from the date of receipt of Letter of Acceptance.

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 and Conciliation Act 1996, notwithstanding any disputes between the parties, the Agency shall not be entitled to withhold delay or defer its obligation, 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 obligation 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 condition of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

3.0 **Eligibility Criteria:** The documentary evidence is to be produced duly certified digitally signed by authorized signatory of the Bidder Firm, if the documentary proof is not enclosed for any criteria, the bid may be liable for rejection.

The Bidder Firm shall meet the following criteria for eligibility:

General Requirement from Successful Bidder for Network Maintenance:

- 3.1 The Bidder Firm should be a profit-making organization in each of the last three Financial Years.
- 3.2 The Bidder Firm should be ISO 9001:2008 certified company.

- 3.3 The Bidder Firm should be registered under GST Act.
 - 3.4 The Bidder Firm should submit scan copy of PAN Card.
 - 3.5 The Bidder Firm should have successfully completed at-least one similar work costing not less than Rs. 20 Lakhs in last three years {i.e. current year and previous year three financial years} for any Government Department / PSU / Private Corporate / Private Limited Firms (date of start of work may not fall in this period).
 - 3.6 The Bidder Firm should have received payment against satisfactory execution of completed and ongoing works of all types during last three financial years i.e. current year and preceding 03 year as per current ITCC / Audited balance sheet of not less than Rs. 50 Lakhs.
- 4.0 **Technical Requirement from Successful Bidder for maintenance of Network:**
- 4.1 Understanding the DFCCIL's IT Network, testing, defect fixing, efforts to bugs reported, prepare DFCCIL Network Diagram and submit as a initial brief report on the same to IT Department.
 - 4.2 To provide a standard MIS reports quarterly, based on the data aggregated at various levels at DFCCIL, defect analysis, response to related Network issues and its bug fixing report.

Group General Manger/IT

Encl.:

- a) Schedule of Rates and Quantities for Price Quote (Annexure-A).
- b) Format for Performance Bank Guarantee (Annexure-B).

Schedule of Rates and Quantities

SN	Description	Qty.	Rate per Man Month (Rs.)	Period (Month)	Total Amount (Rs.)
1	Lead Network Administrator duly Qualified (IT Graduation) and with more than 6 years' of experience in Network Administration / Management.	1		12	
2	Network Support Engineer duly Qualified (IT Graduation) and with more than 3 years' of working experience in Network maintenance.	1		12	
3	Support and Expert Services on Maintenance of Network as per Scope of Work.	1		12	
				Total	

Total Amount (In Words) Rs. _____

Mandatory Terms & Conditions:

- 1 Firm is required to quote their rate online in the given format of Excel Sheet on website www.tenderwizard.com/DFCCIL in terms of rate per man month exclusive of applicable taxes. Only rates quoted online shall be considered for evaluation.
- 2 Validity of offer should be at least 120 days, from the last date of submission of current quote.
- 3 Payment terms: no advance payment will be made. Payment would be made on successful completion of providing IT Services at the end of each month on submission of invoice. Applicable taxes will be paid extra.
- 4 Network Resource should report to Corporate Office, DFCCIL, New Delhi within 7 days from the date of receipt of the Purchase Order.
- 5 The Firm on award of above Work to sign the Contract Agreement after the receipt of Letter of Acceptance. As well to sign and abide by the Non-Disclosure Agreement with DFCCIL.
- 6 Services shall be provided during DFCCIL office hours except on DFCCIL Holidays by the Network Resource from the IT Firm for providing IT Services. For this purpose a "Daily Visit Register" will be maintained in IT Department. During the absence of Resource, Firm shall provide a suitable replacement for the same. Notwithstanding, there will be pro-rata deduction from the payment.
- 7 DFCCIL reserves the right to reject all offers received without any reason thereof.

- 8 Self-certified copies of Network experience, and other Qualification details of the Resources must be submitted with the Quote Documents for prior acceptance of Resources by DFCCIL.
- 9 The Resource can be replaced by another Resource (same as above in step-8) with the prior notice of 15 days from both sides.
- 10 The work awarded / acceptance can be terminated with prior notice of one month period.

In case, any of the above conditions are not accepted or any new condition is given which is not acceptable to DFCCIL, offer would be rejected summarily.

Signature of Bidder _____

**FORM OF PERFORMANCE SECURITY
(PERFORMANCE BANK GUARANTEE)**

**{On non-judicial Stamp Paper of appropriate value in accordance with Stamp Act.
The Stamp Paper to be in name of Executing Bank}**

To

**Group General Manager / IT,
Dedicated Freight Corridor Corporation of India Ltd,
DFCCIL, 4th Floor, Supreme Court Metro Station Building Complex,
New Delhi – 110001, INDIA**

WHEREAS _____ [*Name and address of FIRMs*]¹
(hereinafter called “the FIRMs”) have undertaken, in pursuance of Contract No.
_____ dated _____ to execute the supply on terms and conditions
set forth in this Contract _____ [*Name of Contract*]
(hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the
FIRMs shall furnish you with a “Performance Security” in the form of a Bank Guarantee
by a Nationalized/Indian scheduled commercial bank for the sum specified therein as
security for performance and compliance with his obligations in accordance with the
Contract;

AND WHEREAS we, ----- (*Name of Bank*) with its
Branch located at ----- (*address of branch*) and Head Office
located at ----- (*address of Head Office*) {herein after
called as “the Bank”} acting through ----- (*name of authorized
representative of Bank authorized to sign and incur obligations for and on behalf of the
Bank*) have agreed at the request of the FIRMs to give the FIRMs such a Bank
Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to
you, on behalf of the FIRMs up to a total of _____ [*amount
of Guarantee in letters*] (3) _____ [*in words*],
such sum being payable in the types and proportions of currencies in which the
Contract Price is payable, and we undertake to pay you, upon your first written demand
and without any demur, cavil, reservation , argument or recourse any sum or sums
within the limits of _____ [*amount of Guarantee*] as aforesaid without
your needing to prove or to show grounds or reasons for your demand for the sum
specified therein.

We hereby waive the necessity of your demanding the said debt from the FIRMs
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms
of the Contract or of the supply to be performed there under or of any of the Contract
documents which may be made between you and the FIRMs shall in any way release

us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the FIRMs or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ *in words* _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation _____

1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address _____

2. _____

(Name & Occupation)

Date _____

1. Give names of all Partners, if the FIRM, is a Joint Venture.
2. The Bank Guarantee shall be from a Scheduled / Nationalized Indian Bank.
3. Amount as Specified in Performance Security Clause and in specified currency.

Note: The words in Italics are for guidance and shall be deleted in final document.