

डेडिकेटेड फ्रेंट कॉरीडोर कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड भारत सरकार (रेल मंत्रालय) का उपक्रम

Dedicated Freight Corridor Corporation of India Ltd.

A Government of India (Ministry of Railways) Enterprise

No. HQ/IT/IT Services

Date: 6th Sept'2021

<u>Call for Quotation</u> - For providing IT Services, for the work of Maintenance of DFCCIL's IT Network, by two Network Maintenance Resources for Support work on Network issues at Corporate Office and Field Units of DFCCIL, as per the scope, for a period of 12 months.

- Quotations are invited by GGM/IT on behalf of Dedicated Freight Corridor Corporation of India (DFCCIL) for providing IT Services, for the work of Maintenance of DFCCIL's IT Network, by two Network Maintenance Resources for Support work on Network issues at Corporate Office and Field Units of DFCCIL, as per the scope of the work for a period of 12 months and Terms & Conditions given in the subsequent paragraphs.
- Scope of Work
 For providing IT Services, for the work of Maintenance of DFCCIL's IT Network, by two Network Maintenance Resources for Support work on Network issues of Corporate Office and Field Units of DFCCIL, as per the scope, for a period of 12 months. as per TOR (Term of Reference) at Annexure-I.
- 3. <u>Payment Terms.</u> The payments will be made monthly based on the invoices raised as per **Annexure-II**. No advanced payment will be made under any circumstances.
- 4. <u>Last Date of Submission</u>: Bidders to arrange to submit the Quotation on or before **15:00 Hrs. on 20.09.2021**. The quotations shall be opened at **15:30 Hrs. on 20.09.2021** at 4th Floor, Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building Complex, New Delhi-110001. Sealed Envelops having quotation bid to be dropped in the Quotation Box kept near 4th Floor Reception Area at Corporate Office, DFCCIL. The Quotation will not be accepted after 15:00 Hrs. or by any other method.
- 5. <u>Eligibility Criteria.</u> The Bidder Firm shall meet the following criteria for eligibility:
 - a. The Bidder Firm should have successfully completed at-least one similar work costing not less than Rs. 5 Lakhs in each of the last three years {i.e., current year and previous year three financial years}.
 - b. The Bidder Firm should have received payment against satisfactory execution of completed and ongoing works referred as sub para-a above.
 - c. The Bidder Firm should be registered under GST Act.
 - d. The Bidder Firm should submit scan copy of PAN Card.
 - e. Documentary evidence duly certified and digitally signed by authorized signatory of the Bidder Firm needs to be produced, if the documentary

- proof is not enclosed for any criteria, the bid may be liable for rejection.
- f. Proof of part performance will be furnished as per format at **Annexure-III.**
- 6. **Preference for MSME and Strat-ups.** Preference to Micro and Small Enterprises (MSEs) and Start-ups in accordance with prevalent Government directions will be provided. Participating MSE / Start-ups shall enclose the proof of their registration clearly showing the category and validity of registration.
- 6. <u>Commencement of Contract.</u> The Contract will be deemed to have commenced from the date receipt of Work Order by the Contracted Agency.
- 7. <u>Duration of Contract.</u> Period of completion shall be 12 months for support & maintenance from the date of issue of Acceptance.
- 8. Performance Guarantee. The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Nationalized / Indian Scheduled Commercial Bank." Authorized to conduct Govt. business for a sum equal to 3% of the Contract Value within 15 days of receipt of the confirmed order in favour of, Dedicated Freight Corridor Corporation of India. Performance Bank Guarantee should be valid up to 60 days beyond the expiry of contract duration. The format for PBG is at Annexure-IV. The performance security shall be released 21 days after issue of performance certificate.

9. Taxes and Duties.

- a. Bidders must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of services. In absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained
- b. Levies, taxes, and duties levied by Central / State / Local Governments on final product will be paid by the DFCCIL on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by DFCCIL and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.
- 10. **Paying Authority.** The payment of bills will be made on submission of the following documents by the Bidder to the Paying Authority along with the bill:
 - a. Ink-signed copy of Commercial invoice.
 - b. User Acceptance.
 - c. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract) as per format at **Annexure-V**.
- 11. **Non-Disclosure of Contract Documents.** Except with the written consent of the DFCCIL, the successful bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party. The successful bidder will certify that all information and

data available to him as a part of the project will remain the exclusive property of Dedicated Freight Corridor Corporation of India and will not be disclosed to any person not authorized by DFCCIL. Failure to comply with this clause will make the vendor liable to action as per law. **Non-Disclosure Agreement** is attached as **Annexure-VI**.

- 12. <u>Last Date of Submission</u>: Bidders to arrange to submit the Quotation on or before 15:00 Hrs. on 20.09.2021. The quotations shall be opened at 15:30 Hrs. on 20.09.2021 at 4th Floor, Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building Complex, New Delhi-110001. Sealed Envelops having quotation bid to be dropped in the Quotation Box kept near 4th Floor Reception Area at Corporate Office, DFCCIL. The Quotation will not be accepted after 15:00 Hrs. or by any other method.
- 13. Resolution of Disputes & 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 the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The terms and condition of arbitrator and his remuneration shall be as per the DFCCIL schedule. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof. Notwithstanding any dispute between the parties, the Service Provider shall not be entitled to withhold, delay, or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract. The venue of the arbitration will be Delhi.
- 14. Contract can be cancelled unilaterally by the DFCCIL in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the DFCCIL with applicability of LD (Liquidated Damages) clause.
- 15. <u>Termination of Contract</u>. The DFCCIL shall have the right to terminate this Contract in part or in full in any of the following cases:
 - a. The delivery of the material is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date of delivery.
 - b. The Bidder is declared bankrupt or becomes insolvent.
 - c. The delivery of material is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
 - d. The DFCCIL has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - e. As per decision of the Arbitration Tribunal.
- 16. <u>Notices</u>. Any notice required or permitted by the Contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail, addressed to

- the last known address of the party to whom it is sent.
- 17. DFCCIL reserve the right to withdraw this Quotation work unilaterally, at any time, without assigning any reason whatsoever.

18. Consignee Details.

The AGM/IT,

Dedicated Freight Corridor Corporation of India Ltd., 4th Floor, Supreme Court, Metro Station Building Complex, New Delhi - 110001

Group General Manger/IT

Encl.:

- a) TOR (Annexure-I),
- b) Commercial bid: Schedule of Deliverable and Price Quote (Annexure-II),
- c) Past Performance Details (Annexure-III),
- d) Format for Performance Security (Annexure-IV),
- e) Electronic Clearance Service Mandate Form (Annexure-V) and
- f) Non-Disclosure Certificate (Annexure-VI).

Terms of Reference (TOR)

a) TOR for Network Resources Support at DFCCIL

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 four Data Centre rooms, one each at every Floor i.e., Ground, 5th, 4th and 3rd Floor. All the four 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, nonetwork 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 nonworking / 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.

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

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	
		1		Total	

Total Amount (In Words) Rs

Mandatory Terms & Conditions:

- 1 Validity of offer should be at least 120 days, from the last date of submission of current quote.
- 2 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.
- Network Resource should report to Corporate Office, DFCCIL, New Delhi within 7 days from the date of receipt of the Purchase Order.
- 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.
- 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.
- 6 DFCCIL reserves the right to reject all offers received without any reason thereof.

- 7 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.
- The Resource can be replaced by another Resource (same as above in step-7) with the prior notice of 15 days from both sides.
- 9 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	_
NOTE: -	
1. Agency is required to quote their rates in term	ms of total cost excluding GST.
2. GST as applicable will be paid extra.	
Date:	(Signature of the Bidder)

PAST PERFORMANCE DETAILS

SN	List of similar works completed in previous 3 Calendar years including current year.	Work order no. & date	Date completed	Contact Person & Tel. No.
1.				
2.				
3.				

- COPY OF SATISFACTORY PERFORMANCE CERTIFICATE AND PROOF OF RECEIPT OF PAYMENT FOR EACH OF THE ABOVE WORKS' BE ATTACHED.
- BID WITHOUT THE ABOVE-MENTIONED DOCUMENTS WILL BE SUMMARILY REJECTED.
- FOR START-UPS / MSME WITH DATE OF INCORPORATION LESS THAN 3 YEAR, PROOF OF PAST PERFORMANCE NEEDS TO FURNISHED ONLY FOR THE DURATION SINCE INCORPORATION.

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 – 110 001, INDIA. WHEREAS [Name and address of FIRMs]¹ (hereinafter called "the FIRMs") have undertaken, in pursuance of Contract No. dated to execute the work 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.

contained herein before, our liability under this guin word	ls) a	ind the
guarantee shall remain valid till			
Signature and Seal of the Guarantor			
in presence of			
Name and Designation			
(Name, Signat		. ,	
Name of the Bank			
Address			-
Name and Designation			
(Name, Signat		. ,	
Name of the Bank			
Address			

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

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

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) MANDATE FORM

SN	Particulars	To be filled by Bidder
1.	Bidder's Name	
	Particulars of Bank Account	
	(a) Bank Name	
	(b) Branch Name	
	(i) Address	
	(ii) Telephone No	
2.	(c) 9-Digit code number of the Bank & Branch	
	appearing of the MICR cheque issued by the Bank.	
	(d) IFSC Code of Bank Branch	
	(e) Account type (S.B. account / Current Account	
	or Cash Credit) with Code 10/11/13	
	(f) Ledger No / Ledger Folio No	
	(g) Account Number	
	(As appearing on the cheque book)	
3.	Date of Effect	

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information.

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as participant under the scheme.

Date: (Signature of the Bidder)

Certified that the particulars are furnished above are correct as per our records.

Bank's Stamp

Date:

(Signature of the authorized/Official)
From the Bank

<u>NOTE</u>: In lieu of the bank certificate to be obtained, **attach a blank cancelled cheque**, **or photocopy of a cheque**, issued by your bank for verification of the above particulars.

Annexure-VI

NON-DISCLOSURE CERTIFICATE

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1.	It is certified that all information and data available to as		
	a part of the project "For providing IT Services, for the work of Maintenance of		
	DFCCIL's IT Network, by two Network Maintenance Resources for Support wor		
	on Network issues at Corporate Office and Field Units of DFCCIL, as per the		
	scope, for a period of 12 months." will remain the exclusive property of		
	Dedicated Freight Corridor Corporation of India, and will not be disclosed to any		
	person not authorized by DFCCIL.		
2.	I / We on behalf of understand in that the firm will		
	be legally liable to action by DFCCIL as per law in case of any breach of data		
	shared under confidence with by DFCCIL for the		
	purpose of this project.		
Pla	ice:		
Dat			
Da	ic.		
	Signature of Authorized Signatory		

Annexure-VII

Declaration for DFCCIL

This is to confirm that I,	(name of	concerned person of
	_ (designation of this person)	
	passed the benefit of input tax	
(goods / s	services) having HSN	supplied to the
	Corporation of India Limited after	
and services Tax.		
Further, it is to confirm also	that in case	(name of the agency)
will receive any further ben	efit in future after	, 2021 by way of
	which were not allowed to	
	or reduction in tax rates or in an	
	of the goods	
<u> </u>	dor Corporation of India Limited,	•
benefit to the Dedicated Fre	ight Corridor Corporation of India	Limited also.
Signature of the Contractor		
Name of the Contractor		
Designation		
Name of the Agency		