



डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेड फ्रेट कोरीडोर कार्पोरेशन ऑफ इंडिया लि.

Dedicated Freight Corridor Corporation of India Limited

(भारत सरकार का उपक्रम)

(A Govt. of India Enterprises)

5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi - 110001 Ph-011-23454700, Fax-23454701

No. HQ/AD/Civil work /3/2019

Dated: 04.07.2019

Sub: Calling of E-quotation for Renovation of MD toilet, Director Toilet & Pantry and Board Room toilet with replacement of sanitary ware fittings & fixture with floor and wall tiles etc in DFCCIL corporate office Pragati Maidan Metro Station building complex, New Delhi.

Dear Sir,

Please arrange to submit your quotation online using the link www.tenderwizard.com/DFCCILon or before 15:00 Hrs. of 17/07/2019 for the subject item. The Quotation shall be opened online on www.tenderwizard.com/DFCCIL at 15:30 Hrs. on 17/07/2019 at the Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi-110001.

1.0 Instructions to Agencies for Online Quotations:

- 1.1 The Quotation can be submitted Online on www.tenderwizard.com/DFCCIL on or before 15:00 Hrs. of 17/07/2019. The Quotation will be opened online on 17/07/2019 at 15:30 Hrs. 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') [Tendered 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 to minimum of Rs. 750/- + GST to M/s ITIL through e-payment. Already Registered Agencies at www.tenderwizard.com/DFCCIL need not to 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 is 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. on **17.07.2019** (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. 011-23454926 or Mobile No. 9560333188.

1.10 Availability of Quotation Documents:

(a) Quotation 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 30 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 (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:

4 months from the date of issue of Letter of Acceptance

2.2 Delivery: Execution of work.

Delivery execution of work. Is required at the DFCCIL Corporate Office, New Delhi. As per the Requirements of Material work by the DFCCIL.

2.3 Terms of Payment:

- i. No advance payment shall be made.
- ii. 100% payment will be made after receipt and acceptance of materials/work. In case of Part Receipt/Part Acceptance of Materials/work, On Account Payment may be done if agency desires so.
- iii. If any additional item is executed during execution of work, payment will be made as per accepted rate on schedule A for items contained in DSR-2016.
- iv. Execution is required at DFCCIL corporate office as per requirement of material work. The validity of contract will be 6 months from the date of issue of acceptance letter.
- v. Bill/Invoice should be submitted in duplicate, duly signed and stamped by the Contractor.
- vi. 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.
- vii. Tax Deducted at Source (TDS) will be deducted from the payment of the Contractor as per rules applicable of the state/central government.
- viii. Payment shall be made based on actual work done only.

2.4 Inspection of the Material/ work:

- (i) Inspection of the materials will be carried out by representative of DFCCIL, who will be designated as Officer- In- charge. The Officer- In -charge shall have the power of General Supervision/Inspection and can reject the supply/work if it does not conform to the desired specification and standard with make specified. And no

payment shall be made for the rejected materials. Decision of Officer –In- charge will be final and binding. If the above specified/ equivalent brand is not available in the market, the Officer –In- charge will recommend similar and reputed brand. The agency is bound to supply of that material which is recommended.

- (ii) The work will be carried out as per Terms and Conditions, Specification and Schedule of Rates and Quantities. Payment will be made to the contractor in accordance with the Terms of Payment mentioned in Clause 2.3. The rates quoted by the contractor will be inclusive of all Labour, Material and GST. No extra payment on any other account will be admissible to the contractor.

2.5 Penalty:

- i. In case of any loss or damage, it shall be the liability of the contractor and DFCCIL at its discretion can deduct the total cost of damages or any part thereof from the bill of the contractor. The decision of DFCCIL in this regard shall be final and binding on the contractor.
- ii. In case if successful bidder is found in breach of any of the terms and conditions of the contract, the contract is liable to be terminated and no payment will be made.
- iii. In case of poor performance of the contractor, the contract is liable to be terminated and no payment shall be made.
- iv. The contractor shall indemnify the DFCCIL on all accounts.
- v. Regarding the imposition of penalty, the decision of the DFCCIL shall be final and binding.

2.6 Paying Authority:

DGM/FIN/PR/ DFCCIL or his representative is the paying authority.

2.7 Quantity Variation:

Variation against ordered quantity is permissible upto +/- 10% of the value of the contract at the discretion of DFCCIL on same rates, terms, and conditions.

- 2.8 GST Registration:** Agency shall be registered under GST Act and shall furnish GST Registration number along with the quotation. Agency should mention their GST No. on the bill while submitting it for payment.

2.9 Warranty:

Comprehensive Warranty of Material and Workmanship is for a period of 12 months from the date of successful completion of work. During this period, any defect due to material shall be replaced free of cost by the contractor within a period of one week.

2.10 Security Deposit:

The Contractor has to submit a Security Deposit (SD) equal to 5% of the Total Accepted Cost of Contract as per the Letter of Acceptance for Warranty period within 7 days from the Date of Issue of Letter of Acceptance. The SD may be deposited in the form of a Demand Draft/Banker's Cheque issued by any Nationalized/Scheduled Bank of India in favour of

DFCCIL, New Delhi, payable at New Delhi. The SD shall be refunded without interest, after 60 days of the completion of warranty.

- 2.11** Materials are to be supplied as per approved sample only.
- 2.12** DFCCIL reserves the right to accept or reject any quotation/offer without assigning any reason thereof.
- 2.13** Under no circumstances, the Successful Bidder, on the award of contract, shall appoint sub-contractor for supply of Materials.
- 2.14** It shall be the responsibility of the successful bidder to ensure timely supply of items as per DFCCIL's requirement.
- 2.15** If the requirement arises beyond office hours, no extra charges shall be payable for the same.
- 2.16** The compliance of the entire provision is obligatory on the part of the bidder.
- 2.17** DFCCIL reserves the right of accepting the whole or any part of the offer and successful bidder shall be bound to perform the same at his quoted rates.
- 2.18** In case, the delivery of sanitary items is not carried out within the stipulated period, the same can be arranged from the market at the risk and cost of the contractor plus 25% as the administrative cost.
- 2.19** Quality of all items should be of durable/good standard. The inferior quality material will be rejected outright without explanation.
- 2.20** Rates quoted should be inclusive of GST.
- 2.21** Bidder shall submit certificate from the authorized dealer to check the genuineness of the items with model number before raising the bill of supplied quantities.
- 2.22** Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
 - i) District Industries Centers.
 - ii) Khadi and Village Industries Commission.
 - iii) Khadi and Village Industries Board.
 - iv) Coir Board.
 - v) National Small Industries Corporation.
 - vi) Directorate of Handicraft and Handloom.
 - vii) Any other body specified by Ministry of MSME

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

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

2.23 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.

2.24 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 fulfil 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.

2.25 Quotation shall be valid for a period of 30 days from the date of opening.

2.26 Agency has to comply with all Statutory Requirements as applicable and shall indemnify DFCCIL completely in case of non-compliance.

2.27 DFCCIL General Conditions of Contract are applicable.

SPECIAL CONDITIONS OF CONTRACT

3.1 CPWD Standard General conditions of contract as valid on date of opening of tender with correction slips will be applicable in this contract.

3.2 Further, CPWD standard specification Volume - I & II, 2010 with correction slips as on date of opening of tender will be applicable in this contract.

3.3 The entire work will be executed under the supervision of DFCCIL Engineer-in-charge or his authorized representative at site.

3.4 All contractors' materials including fittings should conform to IS specifications with specified brand as approved by the Engineer-in-charge or his authorized representative at site before use in the work.

3.5 Removal of debris from nominated locations to dumping ground: Item no.1 Dismantled material will be disposed off from the office premises as per municipality norms and other authority of Delhi at suitable dumping ground. Contractor if found violating any law will be punished. The payment shall made as per item 15 of schedule A.

3.6 The contractor shall arrange the frequent and regular (once in a week at least) cleaning of the nominated locations, where he has dumped the debris in case of failure of the same, contractor shall be liable for a penalty of Rs.1500/- per day, after 48 hours of the issue of notice.

3.7 Unless specified otherwise, the rate accepted are inclusive of all lead, lift, loading, unloading, Handling, transportation, scaffolding and all other charges and taxes including GST leviable by the Govt. from time to time.

3.8 In case of any accident, the contractor shall be liveable to pay for the damages to the extent; he is responsible on the basis of the report of enquiry committee.

3.9 Supply of materials should be well in advance from the date of execution of all works as per requirement given by in –charge of work at site.

3.10 No payment will be made for wastage/surplus materials.

3.11 Schedule of dimension as specified in the drawing must be followed strictly; any change should not be made without written permission of competent authority.

3.12 Contractor should take all precaution for safety of his/ their labour. The Railway will not entertain any claim towards accident whatsoever of the labour engaged by the contractor.

4.0 Note for sanitary ware/fitting, pipes, and painting, wall, and floor tiles:-

4.1 Wherever used, the GI pipes shall be from leading manufacturers like Tata, Jindal, Bansal or equivalent brand with specific approval of Engineer-in-Charge

4.2 For works of public nature, contractor shall fix an information board containing information related to work order at prominent place free of cost. The content of such board, its fixing location,

size, and type of material etc shall be as approved by Engineer-in-Charge. The board shall be maintained by contractor during the currency of work order. If contractor fails to fix the information board for nominated work orders, a token penalty as deemed suitable may be imposed by Engineer-in-Charge.

4.3 Painting on ceiling and wall shall be done with Asian paints premium emulsion, Nerolac impression HD TVC or equivalent as decided by the Engineer-in-charge following the specification and details mentioned in the item.

4.4 All sanitary ware and fitting shall be make of jaguar. If any model of fitting is not available in the market then DFCCIL will recommend equivalent model for the work and contractor has to provide the same model of fitting without any extra payment.

5.0 Use of Personal Protective Equipments (PPE), safety signage and safety demarcation at work site:-

5.1 Contractors' personnel should wear PPEs like safety shoes, helmet, high visibility vests, air filter masks, hand gloves etc as required for personal protection at site. Wherever required, the worksite should be demarcated by suitable means and suitable prominent signage should be provided as approved by Engineer-in-charge.

5.2 In case of emergent repair/maintenance, required then contractor shall start the work on written instruction issued by the AM/Civil without waiting for approved work order.

5.3 If any additional required is executed during the contract beyond period given schedule. Its payment will be made as per DSR 2016 quoted rate on schedule A.

5.4 It is the responsibility of contractor to ensure the implementation of labour law policy/ instruction issued from ministry of labour & Employment/ministry of Railway. Any instructions issued by the Railway from time to time regarding payment of wages to labour will be adhered to by the contractor and decision of concerned regarding this will be final and binding on the contractor.

5.5 The contractor will fill up and update the details of contracts, contractual labour employed by him/her and related details as required by Railway on "Contract Labour Management Portal" or any other portal or in register- as directed by Engineer-in-Charge for which no extra payment shall be made.

5.6 Provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952: The Contractor shall comply with the provisions of Para 30 and 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees Pension Scheme, 1995; and Para 7 and 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

5.7 EPF and ESI registration would be mandatory wherever applicable and documents towards EPF and ESI Registration shall be submitted before execution of the agreement failing which contract will be terminated. The labours deployed by the contractor for the entire work should have individual Bank account in their own name.

5.8 The payment to the labour by the contractor should be made through bank accounts of the Individual labour as per the latest minimum wages issued from Chief labour commissioner (C).

6.0 Price variation clause (PVC):- Price variation clause (PVC) is not applicable in all works.

7.0 Care in Submission of quotation:-

7.1 2017(CGST) /Integrated Goods and Service Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

7.2 Tenderers will examine the various provisions of The Central Goods and Service Tax Act,

7.3 Before submitting a quotation, the quotationer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause - 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineers.

7.4 The successful tenderer who is liable for registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

7.5 In case the successful tenderer is not liable to be registration under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority (Authority: - Rly. Bd.'s letter No. 2017/CE-I/CT/4/GST, dated. 23.06.2017).

7.6 In case of any accident, the contractor shall be liable to pay for the damages to the extent; he is responsible on the basis of the report of enquiry committee.

7.7 Supply of materials should be well in advance from the date of execution of all works as per requirement given by in –charge of work at site.

7.8 No payment will be made for wastage/surplus materials.

7.9 Schedule of dimension as specified in the drawing must be followed strictly; any change should not be made without written permission of competent authority.

7.10 Contractor should take all precaution for safety of his/ their labour. DFCCIL claim towards accident whatsoever of the labour engaged by the contractor.

8. Scope of Work: The work covers 5th floor of the building. Any work shall be carried out under intimation to Engineer-in-charge. Work shall be carried out as per standard specification.

- i) Work shall be carried out duly ensuring quality of material.
- ii) Skilled labour and proper tools and plants shall be used during execution of work.
- iii) All the released materials/debris shall be disposed off from the premises of the corporate office as given in the schedule.
- iv) **Before start of work, the agency may take Prior approval of design, colour, pattern, Size and Thickness of Floor and Wall Tile by engineer-in-charge.**

- v) No adjacent accessories should be damaged during execution of work. In case of any damage of adjacent accessories is done. It shall be restored/ repaired by the contractor on its own cost.
- vi) A proper working way will be adopted without disturbing the office environment and staff movement.
- vii) Carrying of material will be done after office hours only.

Encl:

- (a) **Schedule of Rates and Quantities (Annexure A)**
- (b) **Declaration for DFCCIL (Annexure B)**

**NISHA WASON
AM/CIVIL**

D DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED CORPORATE OFFICE

SCHEDULE OF RATES AND QUANTITIES

Name of work: - Renovation of MD toilet, Director Toilet & Pantry and Board Room toilet with replacement of sanitary ware fittings & fixture with floor and wall tiles etc in DFCCIL corporate office Pragati Maidan Metro Station building complex, New Delhi.

Sl. No.	Description of work	Estimated Cost (in ₹)	Percentage (Above/At par/Below) of the estimated cost
01	Schedule-“A” - (All DSR-2016 items)	₹ 51,789.15	% <hr/> (Above/At par/Below)
02	Schedule-“B” - (Spl NS Items)	₹ 7,38,596.50	% <hr/> (Above/At par/Below)
03	Schedule-“C” - (Electrical items)	₹ 2,03,196.50	% <hr/> (Above/At par/Below)
Total estimated cost of schedule (A+B+C) including GST. (in ₹) = 993582.00			

(Nine Lakhs Ninety Three Thousand Five Hundred Eighty Two Only)

NOTE: Agency is required to quote their rate Online in the given format of Excel Sheet on website www.tenderwizard.com/DFCCIL in terms of **Above/At Par/Below of the value of schedule A, B and C separately Inclusive of GST.** Only rates quoted Online shall be considered for Evaluation of total value of contract.

Declaration for DFCCIL

This is to confirm that I, _____ (name of concerned person of vendor), _____ (designation of this person) at _____ (name of the agency), have passed the benefit of input tax credit available on the _____ (goods/services) having HSN _____ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Services Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case _____ (name of the agency) will receive any further benefit in future after 1st July, 2017 by way of availing input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the _____ goods/services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Authorized Representative of Agency

Name of the Authorized Representative of Agency

Designation

Name of the Agency

-----End of the Quotation Document-----