



**Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise)**

**Tender No. : HQ/IT/SAP_Professional_Lic Vol-III
(E-Tendering on Open Tender mode only)**

TENDER DOCUMENT

Name of Work
Supply of SAP Licenses

Last Date & Time for receipt of Tender (Online): 15:00 Hrs on 04.12.2017

Date & Time for Opening of the Tender: 15:30 Hrs on 04.12.2017

November'2017

Corporate Office

**Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi - 110 001**

Phone: +91-11-23454700, Fax: +91-11-23454701

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TENDER NOTICE
(E-Tendering on Open Tender Mode)

Online Tenders in Single bid system are invited for

a) **Supply of 040 units of SAP Professional User Licenses**

(SAP Professional User License is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software.)

b) **Supply of 200 units SAP - Employee Self-Service User Licenses”**

(SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual’s own purpose and not for or on behalf of other individuals.

Tender No.	HQ/IT/SAP_Professional_Lic Vol-III
Estimated Cost of Supply	Rs.38,86,920/- (Rs. Thirty eight lakhs eighty six thousands nine hundred and twenty only) including one year’s ATS charges and excluding GST.
Completion period of Contract	Four Months.
Type of Contract	Supply Contract.
Earnest Money Deposit	Rs.77,738/- Only mode of payment will be banker’s cheque / DD in favour of ‘ Dedicated Freight Corridor Corporation of India Ltd. ’, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The original banker’s cheque / DD will be submitted to DFCCIL and scanned copy of the same will be uploaded in the E-procurement portal (www.tenderwizard.com/DFCCIL) at the time of bidding. Tender offer without Earnest Money will be rejected.
Cost of Document	Rs. 3,540/- (including GST @ 18% of Rs.540/-, non-refundable). Mode of payment will be banker’s cheque / DD in favour of ‘ Dedicated Freight Corridor Corporation of India Ltd. ’, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The original banker’s cheque / DD will be submitted to DFCCIL and scanned copy of the same will be uploaded in the E-procurement portal (www.tenderwizard.com/DFCCIL) at the time of bidding. Tender offer without cost of bid document will be rejected.
Tender Processing Fee	Rs.4,587/- including GST (Non-refundable) through e-payment.

Date of Sale (Online)	From 03.11.2017 at 10:00 Hrs. up to 04.12.2017 at 14:30 Hrs.
Last Date & Time of submission online Bid.	04.12.2017 up to 15:00 Hrs. (E-Tendering Mode Only)
Last Date & Time of submission of statutory document i.e. EMD & Tender Document Charge.	04.12.2017 up to 15:00 Hrs.
Date & Time of Opening	04.12.2017 at 15:30 Hrs.

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right to reject any or all the tenders without assigning any reasons thereof. For complete details logon to www.tenderwizard.com/DFCCIL

Format for submission of E-Bid Only

Scope of Work:

a) **Supply of 040 units of SAP Professional User Licenses**

(SAP Professional User License is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software.)

b) **Supply of 200 units SAP – Employee Self-Service User Licenses”**

(SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual’s own purpose and not for or on behalf of other individuals.

Offer to be submitted in the **online mode** only:

SN	Description	Qty. Unit	Price per Unit (Rs.)	Total Amount (Rs.)
1	<p>“Supply of 040 units of SAP Professional User Licenses” (SAP Professional User License is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software.)</p>	040		
2	<p>“Supply of 200 units SAP – Employee Self-Service User Licenses” (SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual’s own purpose and not for or on behalf of other individuals.)</p>	200		

SN	Description	Qty. in Months	ATS / Unit (%age)	ATS / Unit / Month (Rs.)	Total Amount (Rs.)
3	ATS Charges for 040 units of SAP Professional User Licenses	12 Months			
4	ATS Charges for 200 Units of SAP ESS User Licenses	12 Months			
				Total	

NOTE:

Agency is required to quote their rate **online only** in the given format of Excel Sheet on website www.tenderwizard.com/DFCCIL in terms of single item of the total estimated cost inclusive of ATS and exclusive of GST. Only Rates quoted Online shall be considered for Evaluation.

FORMAT FOR SUBMISSION OF TENDER OFFER

To

General Manager /IT,

Room No.407,

Dedicated Freight Corridor Corporation of India Ltd.,

4th Floor, Pragati Maidan Metro Station Building Complex,

New Delhi – 110 001.

Sub: Supply of 040 units of SAP Professional and 200 units of SAP ESS User Licenses.

Ref: Tender No. HQ/IT/SAP_Professional_Lic Vol-III

1. I / We _____ have read the various conditions of tender attached hereto and hereby agree to a Tender document by the said conditions. I also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and if I / We default thereof, I / We will be liable for forfeiture of my / our full "Earnest Money". I / We offer to do the work as set out in the Tender Document. I / We also agree to Tender Document by the General Conditions of the Contract and to carry out the work according to the Special Conditions of contract as laid down by the DFCCIL Administration for the execution of present contract.

2. I / We are submitting Earnest Money against bid with following details:-

SN	Amount (Rs.)	DD/Banker's Cheque No. and date	Issued by Name & Branch of the Bank

The value of the Earnest Money shall stands forfeited without prejudice to any other rights or remedies if:

- i) I / We do not execute the Contract Agreement within 15 (Fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the DFCCIL administration that such documents are ready.
 - ii) I / We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as per the Performa prescribed by DFCCIL, within 15 days of issue of Letter of Acceptance.
 - iii) I / We do not supply the specified quantities of SAP Licenses within 45 days after receipt of Letter of Acceptance or specified dates of supply.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the Letter of Acceptance or my / our offer for the supply.

4. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by DFCCIL for further participation in the future tenders of DFCCIL.
5. I/We certify that quoted rates are excluding of GST as applicable.
6. I / We do hereby confirm that I / We have the necessary authority and approval to submit this tender document for the supply of subject services to the DFCCIL. The following persons may be contracted for any information or clarifications relating to this Contract.

Signature / s _____

In the capacity of _____

Duly authorized to Sign offers for and on behalf of _____

Bidder's Name _____

Section-1

INSTRUCTION TO BIDDERS (ITB)

1.1 General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a Govt. of India (Ministry of Railway) Enterprise, invites Online Tenders under single packet system for the execution of work of '**(a) "Supply of 040 units of SAP Professional User Licenses"** (SAP Professional User License is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software.) and **(b) "Supply of 200 units of SAP – Employee Self-Service User Licenses"** (SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals.

1.2 Eligibility Criteria:

Eligibility criteria of applicant shall be assessed as per Clause-4.3 of 'Special Conditions of the Contract' of Tender Document.

1.3 Tender Document obtaining process:

The Tenderer who wish to view free Notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL OR Central Procurement Portal eprocure.gov.in.

Interested Tenderer(s) who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for tendering their offer. '**Vendor Manual**' containing the detailed guidelines for e-tendering system is available on www.tenderwizard.com/DFCCIL.

Register yourself with M/s. ITI for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.

Obtain class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wish to obtain the digital signature certificate from ITI, they may contact helpdesk numbers 011-49424365 or 9599653865.

Using the login ID, password and digital signature enter the tender portal to purchase the tender document.

The tender document fee will be submitted through DD/Bankers Cheque drawn in favour of '**Dedicated Freight Corridor Corporation of India Ltd.**', New Delhi.

E-Tender processing fees shall be paid to M/s ITI, through e-payment gateway.

With the payment of processing fee, Tenderer(s) can download the 'financial offer' file (Microsoft Excel file 'financial_offer.xls').

1.4 **Submission of E-Tender:**

- 1.4.1 Tender & other documents can be downloaded through www.tenderwizard.com/DFCCIL.
- 1.4.2 DFCCIL may issue addendum (s)/corrigendum(s) to the tender document. In such case, same shall be issued and placed on the above website at least three days in advance of due date of tender opening. Tenderer(s) who have downloaded the tender document must visit www.tenderwizard.com/DFCCIL before due date & time and ensure that such addendum (s)/corrigendum(s) are also downloaded by them and form part of their tender offer.
- 1.4.3 Tender offer shall be **submitted through online mode only** at www.tenderwizard.com/DFCCIL. Tender offer submitted by any other mode will not be accepted.
- 1.4.4 E-Tenders shall be opened online at the address given below at the time and date given in Tender Notice in the presence of Tenderer(s) or their authorized representatives, if any, who choose to attend the online tender opening.

Address: (Online opening of Tenders):

*Dedicated Freight Corridor Corporation of India Ltd.,
4th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi – 110 001.*

1.5 **Tender Submission process:**

- 1.5.1 Before quoting the rate and uploading the 'Financial offer' Tenderer(s) are advised to upload scanned copies of the following supporting documents (please refer Check list) in 'document library'. The list is indicative only:
 - 1.5.1.1 EMD as required vide para 1.13 of Bid Documents
 - 1.5.1.2 Submission of Offer in prescribed Proforma as per Annexure-1 of Bid Documents
 - 1.5.1.3 Performance details as per Annexure-2 of Bid Documents
 - 1.5.1.4 After sales centers information as per Annexure-3 of Bid Documents,
 - 1.5.1.5 Statement of Deviations from Tender Conditions Annexure-4 of Bid Documents
 - 1.5.1.6 Warranty offer proforma Annexure-5 of Bid Documents
 - 1.5.1.7 Letter of Authority from OEM, if required Annexure-6 of Bid Documents.
 - 1.5.1.8 Bidders self-information as per Annexure-7 of Bid Documents
 - 1.5.1.9 Have you submitted other supporting documents to establish your eligibility? It may consist of the followings:
 - 1.5.1.9.1 Purchase order copy and completion certificate copy as per para 1.11 Bid Documents
 - 1.5.1.9.2 Annual reports for last 3 financial years excluding

current year as per Bid Documents

1.5.2 After uploading above documents, Tenderer(s) should quote their rates in the downloaded 'financial_offer.xls' file and save it. After saving, Tenderer(s) can upload the filled up file. **Name of the downloaded 'financial_offer.xls' file must not be changed.**

1.5.3 Tenderer(s) must submit the original EMD and Tender Document Fees (excluding Financial offer) at the address mentioned in NIT) before tender closing date & time. Online offer of those Tenderer(s) who fails to do the same will be rejected.

1.6 **Signing of Tender and completing Financial offer:**

This Tender being E-Tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic for submission of technical as well as financial offer.

1.7 DFCCIL has recently implemented ERP (SAP) System consisting of Project Management System Module, Enterprise Asset Management Module, Finance Management Module, Human Resource Management Module, Land Acquisition Information Management Module, Geographical Information System Module, Document & Workflow Management Module and ESS Portal.

1.8 DFCCIL intend to procure **SAP Professional User Licenses** and **SAP ESS User Licenses** from OEM's (M/s SAP India) authorized suppliers. All bids should be submitted in accordance with the instructions contained in bid documents. Issuance of bid documents will not automatically means that such parties are considered qualified.

1.9 The detailed Scope of Work is as follows:

a) **"Supply of 040 units of SAP Professional User Licenses"** (SAP Professional User License is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software.)

b) **"Supply of 200 units of SAP – Employee Self-Service User Licenses"** (SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals).

1.10 **Completion schedule of Supply :**

SN	Units of SAP Licenses	Supply schedule
1.	040 Units of Professional User Licenses	Within 45 days after receipt of Letter of Acceptance.
2.	200 Units of ESS User Licenses	Within 45 days after receipt of Letter of Acceptance.

1.11 Eligibility criteria to be fulfilled by the bidders:

- 1.11.1 Bidder should be authorized to supply SAP licenses. In support of same, bidders need to submit copy of authorization letter from OEM (M/s SAP India) in support of same.
- 1.11.2 Bidder should have successfully completed at-least one work of supply of **SAP Professional User & ESS User Licenses** costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any Government Department / PSU / Private Corporates / Private Limited Firms (date of start of work may not fall in this period).
- 1.11.3 The bidder 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 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.

1.12 Cost of Tender Document

Tender document can only be downloaded from the website (www.tenderwizard.com/DFCCIL) and the intending bidder should pay the tender documents sale price of Rs.3,540/- (includes GST) through DD at the time of making online request.

Rs.3,540/- which includes GST @ 18% of Rs.540/- (Rs. Three thousand five hundred forty only), (non-refundable). Mode of payment will be banker's cheque / DD in favour of '**Dedicated Freight Corridor Corporation of India Ltd.**', New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The original banker's cheque /DD will be submitted to DFCCIL and scanned copy of the same will be uploaded in the E-procurement portal (www.tenderwizard.com/DFCCIL) at the time of bidding. Tender offer without cost of bid document will be summarily rejected.

1.13 Earnest Money Deposit (EMD)

Rs. 77,738/- only. Mode of payment will be banker's cheque / DD in favor of '**Dedicated Freight Corridor Corporation of India Ltd.**', New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The original banker's cheque/DD will be submitted to DFCCIL and scanned copy of the same will be uploaded in the E-procurement portal at the time of bidding. Tender offer without Earnest Money will be rejected.

The Earnest Money of the tenderer shall be forfeited if:-

- 1.13.1 The Tenderer withdraws his bid during the period of bid validity;
- 1.13.2 If the successful bidder fails within the specified time limit to furnish the required performance security or sign the agreement;
- 1.13.3 Any of the information furnished by the tenderer is not found to be true;
- 1.13.4 The Tenderer fails to commence the supply within the time period stipulated in the tender.

The Earnest Money of the unsuccessful bidders shall be discharged / returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money when he has signed the agreement and furnished the required performance security.

Earnest Money to be submitted by Bidder	Rs.77,738/-
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- 1.14 The tender shall remain valid for a period of 120 days after the date of the opening of the tender;
- 1.15 The Tenderer must submit original Power of Attorney of authorized signatory signing the Tender document or the Xerox copy of Power of Attorney duly attested by Notary Public. In case, Xerox copy is submitted, original power of attorney shall be presented for scrutiny as and when required by the DFCCIL.
- 1.16 All the pages of the Tender Documents, along with addendum/corrigendum (if any) shall be signed and stamped / digitally signed by the tenderer or his representative holding the Power of Attorney.
- 1.17 The Tender document shall be submitted online with authorization letter from OEM (M/s SAP India) and in absence of same offer will not be considered for further scrutiny.
- 1.18 Submission of an E-Tender by a tenderer implies that he had read all the Tender Document including amendments, if any, visited the site and has made himself aware of the scope and specifications of the supply to be done, local conditions and other factors having any bearing on the completion of the Supply.
- 1.19 The cost of tender document and earnest money must be received by Employer at the address specified not later than the date & time mentioned in the “**Notice Inviting Tender**”.
The cost of Tender Document and earnest money received later than the deadline prescribed for submission of tender by Employer is liable to be rejected.
The cost of tender document and earnest money brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the Tender document shall be declared as delayed tenders.
- 1.20 DFCCIL reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor’s bid.
- 1.21 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. Earnest Money Deposit of such tenderer shall be forfeited. The decision of

DFCCIL in this regard shall be final and binding.

1.22 Late / Delayed tenders shall be summarily rejected and returned unopened to the tenderer.

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

1.24 **Criterion for evaluation of tender:**

The evaluation of the tenders will be made first on the basis of fulfillment of Eligibility criteria mentioned in the bid document. The reasons for selection or rejection of a particular tender will not be disclosed. The award of supply will be further subject to any specific terms and conditions of the contract given the Tender document.

1.25 **Duration of the contract:**

The duration of the contract for supply to be undertaken by the contractor is 4 months from the date of issue of Letter of Award by DFCCIL.

1.26 **Price basis, currencies & language of bid:**

The bidder shall quote rates in Bid. The bidder shall quote his rates in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English.

1.27 **Applicability of policies of Govt. of India**

The relevant policy notification / circulars / instructions issued by Govt. of India (such as Ministry of Railways / Finance / Communication & Information Technology etc.) from time to time related to procurement, will be applicable. However, eligible MSME firms required to submit complete documentary support in this regard otherwise their claim will not be considered.

Section-2

2.0 Scope of Supply

a. “Supply of 040 units of SAP Professional User Licenses”

(SAP Professional User License is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software.) and

b. “Supply of 200 units of SAP – Employee Self-Service User Licenses”

(SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual’s own purpose and not for or on behalf of other individuals.

2.1 Completion Schedule

SN	Units of SAP Licenses	Supply schedule
1.	040 Units of Professional User Licenses	Within 45 days after receipt of Letter of Acceptance.
2.	200 Units of ESS User Licenses	Within 45 days after receipt of Letter of Acceptance.

Note

The quantities shown above are tentative and can increase / decrease as per the requirement of DFCCIL. No claim / compensation for non-operation of quantity shall be entertained by the bidder except refund of EMD.

Section-3

GENERAL CONDITIONS OF CONTRACT

3.0 **DEFINITIONS AND INTERPRETATION**

In the Contract, unless the context otherwise requires.

- 3.1 “**DFCCIL**” would mean the Dedicated Freight Corridors Corporation of India Limited acting through its Managing Director or any other representative authorized by him.
- 3.2 “**Acceptance of Bid**” means the letter / telex / telegram / fax or any memorandum communicating to the bidder as the acceptance of his bid and includes an advance acceptance of his bid.
- 3.3 “**Contract**” means and includes the invitation to bid, Instructions to Bidders, Acceptance of Bid, Special Conditions of Contract and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;
- 3.4 The “**Contractor**” means the person, firm, bidder or company with whom the purchase order is placed and shall be deemed to include the contractor’s successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor” and “Successful Bidder” have been used interchangeably in this bid document.
- 3.5 “**Purchasing Officer**” means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of the Managing Director/DFCCIL.
- 3.6 The “**Purchaser**” means Managing Director / DFCCIL for and on behalf of DFCCIL or any representative authorized by him. It also includes Managing Director / DFCCIL’s successors and assignees / transferees.
- 3.7 **Bidder / Tenderer** shall mean a company / firm in its individual right or the legal member of the consortia.
- 3.8 “**DFCCIL Project Manager**” means designated representative of DFCCIL authorized as head of concerned project and is authorized to take decisions on behalf of DFCCIL in respect of project implementation.
- 3.9 “**Bidder’s Project Manager**” means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one point interface with DFCCIL.
- 3.10 “**Service**” means a service to be given by contractor as stated in contract details
- 3.10.1 in relation to Hardware, including networking equipment and infrastructure and
 - 3.10.2 office machines
 - 3.10.3 In relation to manpower and Annual Maintenance Contract.
 - 3.10.4 In relation to system / application software supplied by the bidder

3.10.5 Training

3.10.6 Development and support

3.11 **“Personnel”** means Staff, employees, agents, contractors and sub-contractors of either party and also includes the staff, employees, agents and contractors of those Sub-contractors with qualification, experience and certification.

3.12 **“Software”** means system / application software to be supplied by the contractor, as stated in the contact details.

3.13 **“Specifications”** means all the functional, operational, performance or other characteristics required of a Product or Service found in tender document or any of the annexure or addendum to the tender document.

3.14 Authorized **Signatory and address of the contractor:** The Signatory of the tenderer should attach an authorization certificate mentioning:

3.15 The proprietor in case of **“Sole Proprietor”** firm or constituted attorney of such sole proprietor.

3.16 One of the partners in the case of a **“Partnership Firm”**, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender.

3.17 A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.

3.18 For all purpose of the contract, including arbitration thereafter, the address of the tenderer mentioned in the tender shall be the address to which all communications shall be the addressed.

3.19 **QUALIFICATION CRITERIA OF TENDERER: (It is compulsory to enclose supporting documents without which the bid may be disqualified)**

3.19.1 In case of single or limited tenders, only tenderers who are specifically invited by DFCCIL or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender as per proforma given in Annexure-6, shall be eligible to participate subject to fulfilment of special eligibility conditions laid down in the Special Conditions given in Tender document.

3.19.2 Qualification criteria for advertised / open tenders shall be as stated in “Special Contract Conditions” of Tender Document i.e. SCC.

3.20 **Consortium Bidders**

3.20.1 Bids is submitted by a Consortium shall be acceptable if specifically permitted in the Tender Document. In such cases, the lead partner of the consortium should fulfil the qualifying criteria given in para-3.19 above.

3.20.2 A copy of the memorandum of formation of Consortium giving clear responsibilities of consortium members, duly signed by authorized

signatories as defined in para-3.19 above for each constituent member of the consortium, must be submitted along with the offer.

- 3.20.3 No change in the composition of consortium shall be permitted up to finalization of the contract. However, after acceptance of purchase order, if for reasons to be explained by the lead partner to DFCCIL which DFCCIL will be at liberty to accept or reject, any member of the Consortium is changed, a modified memorandum of formation of consortium, duly signed by authorized signatories of constituents shall be submitted by the lead partner while announcing the change to DFCCIL.
- 3.20.4 Notwithstanding any change in the composition of Consortium at post purchase order stage, complete and total responsibility and liability for execution of the contract shall remain of the lead partner.

3.21 EARNEST MONEY DEPOSIT AND TENDER COST

- 3.21.1 The bidders shall submit, earnest money deposit (EMD) of value indicated in the tender notification in the form of Demand Draft or Fixed Deposit Receipt drawn in favor of “**Dedicated Freight Corridor Corporation of India Ltd**” payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank.
- 3.21.2 Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid and is open for acceptance whether originally fixed or extended.
- 3.21.3 Any bid not accompanied by EMD will be summarily rejected. EMD shall also be forfeited if bidder fails to execute performance guarantee bond within stipulated time after acceptance of bid is communicated to him.
- 3.21.4 The EMD will be returned to the successful bidder only on submission of the performance guarantee bond in the prescribed format and of the requisite amount.
- 3.21.5 No interest shall be payable by the Purchaser on the Earnest Money / Bid Guarantee to the tenderer.
- 3.21.6 The Earnest Money shall remain deposited with the Purchaser for the period of 210 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit extension shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 3.21.7 The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser on placement of purchase order. Venders along with their offer must submit cost of tender document of value indicated in the tender document in the form of Demand Draft or Fixed Deposit Receipt drawn in favor of “**Dedicated Freight Corridor Corporation of India Ltd**” payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank, failing which the offer is liable to be rejected.

3.22 COMPLETION OF TENDER DOCUMENTS

- 3.22.1 All columns of the technical specifications compliance sheet must be filled. Any deviations should be clearly indicated against individual line items. All rates in the Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy unit rate in words will take precedence. Bids should be filled and signed in ink.
- 3.22.2 The Purchaser will accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification except where Make or brand is specified in the technical specifications. However, the decision of the Purchaser in this regard shall be final. The Tenderer should also furnish "Statement of Deviations" from tender specifications as per proforma given in Annexure-4 of tender document along with the offer.
- 3.22.3 The authorized representative of the tenderer must duly attest any alteration.
- 3.22.4 Each page of the bid is to be signed by the tenderer.
- 3.22.5 Tenderer shall submit all technical information and product brochures along with the techno-commercial bid. The language of these documents must be English.
- 3.22.6 The tenderer should submit self-details as per proforma given in Annexure-7.
- 3.22.7 Tender documents with non-compliance of the above clauses are liable to be rejected.

3.23 AMENDMENTS TO BID INVITATION

The purchaser reserves the right, to make revisions or amendments to the bid documents, when deemed necessary, prior to the closing date of the bid, through proper notification or web-site. The bidders must watch DFCCIL web site for any such amendments. The purchaser shall be at liberty to consider extending the date set for the bid opening by such a number of days as in the opinion of the purchaser will enable the bidder's to revise their bids.

3.24 CLARIFICATIONS, OMISSIONS AND DISCREPANCIES IN TENDER DOCUMENT

- 3.24.1 In case any bidder find any discrepancy or omission in the any part of the tender Document / or he has any doubt to their meaning, he should notify the Purchaser minimum 7 days prior to tender opening date who may clarify and send a written instruction to all bidders for correction, if necessary. It however, does not entitle the bidder to seek any extension of tender opening date.
- 3.24.2 It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the bid and successful

bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

- 3.24.3 The submission of the tender will be deemed to imply that the Tenderer fully understands the scope of work involved and has read and understood all conditions of the tender document and his liabilities and responsibilities in respect of the tender.

3.25 PROCESS TO BE CONFIDENTIAL

- 3.25.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the tenderers or other persons not officially concerned with such process.
- 3.25.2 Any effort by the tenderer to influence the purchaser in the process of examination, clarification, evaluation and comparison of bids, and in the decision concerning the contract, may result in rejection of his bid.

3.26 COPIES

- 3.26.1 The bids shall be submitted in 2 (two) copies i.e. one original and one duplicate in double envelopes and shall be sent by Registered Post, return receipt requested, or dropped in the tender box or handed over to the Manager/IT or person authorized and acknowledgement obtained with date and time of submission.
- 3.26.2 The bidder will clearly mark the original copy and duplicate copies. In case of any discrepancies between the original and duplicate(s) the original will be considered as authentic. There should be no correction in ink on the duplicate photocopy of the original.

3.27 BID OPENING

- 3.27.1 E-Tenders shall be opened online at the address given below at the time and date given in Tender Notice in the presence of Tenderer(s) or their authorized representatives, if any, who choose to attend the online tender opening.

Address: (online opening of tenders):
*Dedicated Freight Corridor Corporation of India Ltd.,
4th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi – 110 001.*

3.28 TECHNICAL CLARIFICATIONS

- 3.28.1 To assist in the examination, evaluation and comparison of bids, DFCCIL may ask the tenderer individually for a clarification on his bid including breakdowns of unit rates. The request for clarification and the responses shall be in writing/fax but no change in price or substance shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by DFCCIL during the evaluation of bids. Such reply shall be given within the time limit mentioned in the intimation

issued by DFCCIL, failing which DFCCIL will be at liberty to conclude that nothing further is to be submitted by the vendor on this matter.

- 3.28.2 The bidder should make available the offered products, if desired during evaluation of bids for benchmarking of the application to ensure that there are no compatibility issues.

3.29 VALIDITY

The validity of the bid must be for a minimum of 120 days from the last day of bid submission. Any subsequent extension of validity shall be for minimum 60 days.

3.30 RIGHT OF ACCEPTANCE

DFCCIL reserves the right to place order for a part item / combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order. DFCCIL reserves the right to reject any or all tenders without assigning any reason to the tenderers. DFCCIL may call upon one or more tenderers for demonstration/testing of all or any quoted item at DFCCIL office.

3.31 INDEMNITIES AND LIABILITIES

3.31.1 The contractor shall indemnify and protect the purchaser from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from DFCCIL by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.

3.31.2 Total financial liabilities of the bidder arising out of breach of contractual obligations shall not exceed the value of contract and shall be limited to direct damages. However, any liabilities arising out of breach of any obligation(s) commonly applicable in Indian or International law or regulation or intellectual property right infringements etc. shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.

3.32 INSURANCE

The purchaser shall not arrange for any 'Transit Insurance' and the supplier will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule and the tenderer shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee.

3.33 LOCAL CONDITIONS

It will be the sole responsibility of each bidder to fully acquaint him with all the local conditions and factors, which could have any effect on the performance of the contract and/or the cost.

3.34 PRICES

3.34.1 All Prices shall be in Indian Rupees and no foreign exchange / import

license shall be provided. The prices should be exclusive of GST applicable at the time of submission of bid. However, Firm should explicitly indicate about GST charges in their offer. If offer is silent about the GST charges then it will be presumed that prices are inclusive of these charges. In that case bidder will have no right to demand GST charges as may be levied, subsequent to opening of the bid.

3.34.2 In case of change in taxes on account of change in rules / legislation by the Government, the actual rates as applicable at the time of supply shall be payable only for taxes which are clearly stated as percentages in the offer.

3.34.3 Quoted prices shall remain firm for the period of validity of the offer.

3.34.4 DFCCIL reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order.

3.35 PRICE FALL

3.35.1 The prices charged for the goods / services supplied under the contract by the vendor shall at no event exceed the lowest price at which the vendor sells the goods or offers to sell the goods of identical description to any person / organization including the purchaser or any department of State / Central Government, as the case may be during the currency of the contract.

3.35.2 If, at any time during the said period the vendor reduces the sale price, sells or offers to sell such goods to any person/organization including the purchaser or any department of State/Central Government as the case may be at a price lower than the price chargeable under the contract, the vendor shall forthwith notify such reduction or sale or offer to sell to the purchaser and the price payable under the order for supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

3.35.3 The above clauses is applicable for Rate Contract Tender only and not for fixed quantity tenders

3.36 ACCEPTANCE OF PURCHASE ORDER

Prior to the expiry of bid validity, the successful bidder shall be notified for advance acceptance by mail / fax / letter. The successful bidder within 21 days of issue of advance acceptance shall submit performance bank guarantee as per clause - 3.40

3.37 DELIVERY

3.37.1 Delivery time to supply the good to the consignees is stated in the Tender Document. In absence of delivery in Tender Document, delivery shall be taken as 4 to 6 weeks from the date of Purchase Order.

3.37.2 The time for and the date specified in the contract or as extended for the delivery of the material/services shall be deemed to be the essence of the

contract and delivery must be completed not later than the date(s) so specified or extended:

- 3.37.3 In case of failure by firm to supply the Goods / Services within the delivery period stated in the purchase order, the Purchaser shall be at liberty to extend the delivery period on reasonable ground for extension of time. Any failure or delay on the part of Sub-Contractor shall be the sole responsibility of the bidder.

3.38 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

Any delay by the vendor in the performance of the delivery obligations shall render him / her liable to Liquidated Damages. In the event of tenderer's failure to supply the said items of acceptable quality and specifications within the original delivery period given in the purchase order, DFCCIL shall be at liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total order value. Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges for a site. The supply shall be taken as complete only after the last instalment of supply has been made.

3.39 GENERAL REQUIREMENTS

- 3.39.1 The tenderer must specify item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.
- 3.39.2 No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances viz. closure of supplier's business, discontinuation of brand / product in market, statutory ban on such brand / product, or Government legislation, the contractor may request in writing to DFCCIL, a change in make / brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". DFCCIL shall be at liberty to accept or reject such request without any impact on the contract conditions.
- 3.39.3 The tenderer must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- 3.39.4 The tenderer shall ensure availability of spare and software updates / patches for a period of at least 05 years from the date of purchase order.
- 3.39.5 The tenderer along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at 4th Floor, DFCCIL, Pragati Maidan Metro Station Building Complex, New Delhi.
- 3.39.6 Tenderer has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.

- 3.39.7 The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.
- 3.39.8 Detailed designs and drawings required for installation of equipment and the scheme of layout and connections required shall be submitted by the tenderer along with his offer.
- 3.39.9 Obtaining of licenses in addition to the existing licenses or any other statutory requirement for installation and working of all equipment shall be responsibility of the tenderer.

3.40 PERFORMANCE CUM WARRANTY GUARANTEE BOND

- 3.40.1 After receipt of purchase order the contractor shall furnish a Performance cum Warranty Guarantee (PWG) Bond from a Nationalized Bank. As per proforma within 15 days of issue of purchase order for an amount equivalent to 5% of the value of the Contract. The PWG Bond shall remain valid up to a period of 3 months beyond the last date of Warranty period for any goods supplied under the Contract. In case of extension of delivery period, or the warranty period on any account, the contractor shall extend the period of PWG Bond by an equivalent period.
- 3.40.2 The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PWG Bond in whole or in part in the event of any default, failure or neglect on Part of the contractor in fulfilment or performance of the contract in all respect of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall be entitled to deduct from the amount of PWG Bond any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the PWG Bond shall include all losses incurred by the purchaser during the warranty Period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.
- 3.40.3 The PWG Bond will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfilment of warranty obligations for the complete equipment in terms of the contract.

3.41 PAYMENT TERMS AND CONDITIONS

- 3.41.1 80% of the value of complete equipment supplied shall be paid by the purchaser on receipt of material by consignee in good conditions and upon furnishing the following documents:
 - 3.41.1.1 Certificate of receipt of complete equipment in good conditions by the consignees
 - 3.41.1.2 In terms of the contract as per Annexures.

- 3.41.1.3 Pre-Inspection certificate by DFCCIL or as laid down in the Purchase Order.
- 3.41.1.4 Confirmation of the validity of PWG Bond of 5% of the value of contract for a period up to 3 months beyond the last date of warranty period.
- 3.41.2 Balance 20% shall be paid after installation and commissioning of the equipment to the satisfaction of the consignee and upon furnishing the following documents:
 - 3.41.2.1 Final Certificate of successful commissioning of complete equipment issued as per the inspection and acceptance procedure given in the purchase order as per annexure-11.
 - 3.41.2.2 Confirmation of the validity of PWG Bond of 5% of the value of the contract for a period up to 3 months beyond the last date of warranty period.
 - 3.41.2.3 In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the Supplier to be certified by DFCCIL Project Manager, part payment may be claimed for the goods and services actually commissioned.
 - 3.41.2.4 In-case of delay in final commissioning at any location beyond 6 months from the date of delivery on account of reasons not attributable to the Supplier, the balance of the 20 % of the cost of equipment remaining non-commissioned may be paid to the supplier against submission of an additional Bank Guarantee of an equal amount valid for minimum 12 months which shall be returned on completion of commissioning of the remaining equipment. The supplier will also be required to submit along with the bills, a commitment to complete installation and commissioning at such remaining locations on receiving a call from the consignee.
 - 3.41.2.5 Any installation and commissioning charges and after-sales services will only be paid on delivery of actual services or at the end of after sales-service period, or, as defined in tender document.

3.42 WARRANTY

- 3.42.1 Tenderer shall provide comprehensive warranty against all manufacturing defects for a period of 12 months from the date of complete commissioning or 18 months from the date of completion of supply of material whichever is minimum for all hardware & system software, Networking Equipment. The format for offering warranty by the tenderer in Tender Document.
- 3.42.2 In case of warranty period stated in tender document is longer than 12 months, warranty shall be applicable for stated period from the date of

complete commissioning or stated warranty period plus 6 months from the date of completion of supply of material.

3.43 INCOME-TAX

3.43.1 Income tax shall be deducted at source by DFCCIL from all the payments made to bidder according to the Income tax Act, unless bidder prior to release of payment submits valid and complete documents for Income tax exemption.

3.43.2 A certificate shall be provided by DFCCIL to the bidder for any tax deducted at source.

3.44 ENHANCEMENT OR REDUCTION OF QUANTITIES:

The Purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order up to a maximum extent of 30 % without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

3.45 TERMINATION FOR DEFAULT

3.45.1 DFCCIL may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor terminate the contract in whole or part thereof if:

3.45.1.1 The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.

3.45.1.2 The vendor fails to perform any other obligation(s) under the contract.

3.46 SETTLEMENT OF DISPUTES AND JURISDICTION

3.46.1 The contractor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim if made by the Contractor, after he shall have signed a "No Claim" certificate in favor of the Purchaser, after the contract is finally completed. The contractor shall be debarred from disputing the correctness of the items covered by "No claim" Certificate or demanding a reference of Arbitration in respect thereof.

3.46.2 Matters finally determined by the Purchaser: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after their completion and whether before or after the termination of the contract, shall be referred by the Contractor to the purchaser and the purchaser shall within a reasonable time period after their presentation make and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings

and certificates with respect to any matter the decision of which is specifically provided for by these or other special conditions, given and made by the purchaser, or by the officer on behalf of the purchaser, are matters which are referred to hereinafter as "Excepted Matters" and shall be final and binding upon the contractor and shall not be set aside on account of any informality, omission, delay or error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.

- 3.46.3 Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties, on any matter in question, dispute or differences on any account, or as to the withholding by the purchaser of any certificate to which the contractor may claim to be entitled to, or if the purchaser fails to make a decision within a reasonable time, then and in any such case, the contractor, till 90 days of presenting his final claim on disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute or the difference, and only such dispute, or difference of which the demand has been made and no other shall be referred to arbitration.
- 3.46.4 In the event of any question, dispute or difference arising under these conditions or any Special Conditions of Contract or "Instructions to Tenderers" or in connection with this contract (except as to any matters the decision of which is specially provided by these Conditions or "Instructions to Tenderers" or the Special Conditions) the same shall be referred to the Sole Arbitration appointed to be Sole Arbitrator, by MD/DFCCIL. The Officer appointed as Sole Arbitrator, However, will not be one of those who had an opportunity to deal with matters to which the contract relates or who in the course of their duties as DFCCIL Official had expressed views on all or any of the matters under dispute or difference. The award of the Sole Arbitrator shall be final and binding on the parties to this contract.
- 3.46.5 The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- 3.46.6 If the value of the claim in a reference exceed Rs. Two lakhs, the arbitrator shall give reasoned award.
- 3.46.7 The venue of arbitration shall be the place from which the acceptance of bid is issued or such other place as the Managing Director, DFCCIL at his discretion, may determine.
- 3.46.8 Upon every and any such reference, the assessment of costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

- 3.46.9 If the Contractor does not prefer his specific and final claims in writing, within a period of 60 days of receiving the intimation from the purchaser that the final bill is ready for payment, he will be deemed to have waived his claim(s) and the purchaser shall be discharged and released of all liabilities under the contract in respect of those claims.
- 3.46.10 Obligation during pendency of arbitration: Work / Purchases under the contract unless otherwise directed by the purchaser will continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld, except payments involved in the dispute, on account of such proceedings provided, however, it shall be open for arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.
- 3.46.11 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties here to be or cause to be done all things as may be necessary to enable the Arbitrator to make the award without any delay.
- 3.46.12 Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.
- 3.46.13 The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.

3.47 FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option, terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Successful tenderer at a price to be fixed by the purchaser with mutual consent which shall be final. All unused, undamaged and acceptable materials bought out components and stores in course of manufacture in possession of the Successful tenderer at the time of such termination of such portions thereof as the

purchaser may deem fit excepting such materials bought out components and goods as the Successful tenderer may with the concurrence of the Purchaser select to retain.

3.48 EVALUATION OF OFFERS

3.48.1 Single bid Tenders:

3.48.1.1 Final selection will be made on the basis of lowest cost from amongst the technically suitable tenders from bidders meeting the qualifying criteria. For the purpose of relative commercial ranking of offers, all inclusive price for entire scope of the project and offered prices in the Rate Schedule as per Tender Document, as well as any others costs seen to be arising as a part of offer due to taxes based on the offer.

3.48.1.2 Additional features / enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.

3.49 Applicability of policies of Govt. of India

The relevant policy notification / circulars / instructions issued by Govt. of India (such as Ministry of Railways / Finance / Communication & Information Technology etc.) from time to time related to procurement, will be applicable. However, the firms seeking advantage / preference under these relevant policy notification / circulars / instructions, are required to submit complete documentary support in this regard otherwise their claim will not be considered.

Section-4

4.0 **SPECIAL CONDITIONS OF CONTRACT**

4.1 **Payment terms**

- 4.1.1 The quoted rates are exclusive of GST as applicable.
- 4.1.2 No advance payment will be made. Payment would be made against Licenses duly delivered.
- 4.1.3 Payment terms: Software Licenses Cost and ATS cost of one year will be paid within 30 days from the date of e-delivery of Licenses.
- 4.1.4 ATS charges for next year and onwards, will be paid directly to the OEM (M/s SAP India) by DFCCIL.
- 4.1.5 Deduction towards income tax as applicable under Income Tax Act-1961 shall be made from all payments made to the contractor.
- 4.1.6 Goods and Services Tax (GST) as applicable shall be paid by DFCCIL as per Government policy.
- 4.1.7 The contractor shall give consent in a mandate form for receipt of payment through ECS / EFT / RTGS. Charges if any will be on account of the contractor. The contractor shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank.

4.2 **Other Mandatory Conditions**

- 4.2.1 ATS (Annual Technical Support) charges are for Standard SAP Enterprise support.
- 4.2.2 Software should be delivered online (e-delivery) within 4 weeks of issue of the purchase order. E-delivery shall be supported by letter of OEM, i.e. M/s SAP India that Licenses have been e-delivered.
- 4.2.3 ATS / Software Support will start from 1st day of next month from the date of delivery i.e. If the software is delivered in the month of October then the ATS would start from 1st of November. Initially along with this order, ATS will be paid for the one year.
- 4.2.4 Thereafter, Software License's ATS cost will be paid annually directly to OEM as per End User Licenses Agreement (EULA).
- 4.2.5 Terms of Licenses would be as per SAP Order Form.

4.3 **Eligibility criteria to be fulfilled by the bidders:**

- 4.3.1 Bidder should be authorized to supply SAP licenses. In support of same, bidders need to submit copy of authorization letter from OEM (M/s SAP India) in support of same.
- 4.3.2 Bidder should have successfully completed at-least one work of supply of **SAP Professional User & ESS User Licenses** costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any Government Department / PSU / Private Corporates / Private Limited Firms (date of start of work may not fall in this period).

4.3.3 The bidder should have received payment against satisfactory execution of completed and ongoing supply work of all types during last three financial year's i.e. current year and preceding 03 years as per current ITCC / audited balance sheet of not less than 150% of the advertised estimated cost of work.

4.4 **Termination of Contract**

If at any time the contractor makes any default in proceeding with the Supply with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge. DFCCIL may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to DFCCIL by written notice, terminate the contract as a whole or a part of the Contract.

4.5 **Effect and Jurisdiction of Contract**

The laws applicable to this contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

4.6 **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, the same shall be referred to the sole arbitrator as appointed by MD/DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute 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 strictly in accordance with the terms and conditions of contract.

4.7 **Penalty Clause**

However, in case of violations of terms and conditions, the contract can be terminated as per termination clause with forfeiture of complete or partial security deposit, Performance guarantee and DFCCIL will not be responsible for losses/damages caused to the Contractor, consequent to the termination of Contract on account of non-performance.

No deviation to Special Conditions of Contract shall be accepted. 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.

Data Sheet to be submitted with Bid Document

SN	Particulars	Details
1.	Name, Address, Phone Nos., Fax Nos., email address, website of the bidder	
2.	Whether Sole proprietor / Partnership / Private Ltd / Public Ltd.	
3.	Name, Designation, Address and Phone Nos. of the contact persons	
4.	Annual Turnover (Certified) FY 2014-15 FY 2015-16 FY 2016-17	
5.	Year of commencement of business	
6.	Past experiences of supplying SAP Licenses to Govt. Departments / PSUs / Autonomous bodies under Government of India.	
7.	Whether the firm has been blacklisted by any Govt. Department / PSUs.	

Date:

Authorized Signatory
Official stamp of the Bidder

Check List of Documents to be submitted with the Bid

SN	Particulars	Yes / No
1.	Tender Document Fee of requisite amount in the prescribed form, if Tender Document is downloaded from the website	
2.	Earnest Money of requisite amount in the prescribed form.	
3.	Original Power of attorney of the person signing the tender documents or photocopy duly attested by Notary Public, if applicable	
4.	The covering letter as per format.	
5.	All pages of Tender Document with all addendums / corrigendum duly signed and stamped by the bidder.	
6.	Authorization letter from OEM i.e. M/s SAP (India)	
7.	Self-attested copy of Partnership deed / Article of Association / Ownership Certificate / Certificate of Incorporation , if applicable.	
8.	Details of supplied SAP Licenses during last three years.	
9.	Self-attested copies of PAN No., TAN No. etc.	
10.	Copies of Balance sheets for FY 2014-15, 2015-16, 2016-17 or self-attested Income tax certificate	
11.	Deviation, if any	

FORMAT FOR SUBMISSION OF OFFERS

To

The Managing Director,

DFCCIL, 5th Floor,

Pragati Maidan Metro Station Building Complex,

New Delhi - 110001

Ref: Tender No _____ Date of Opening _____

1. We _____ hereby certify that we are established firm of Supplier / Manufacturer / authorized agents* of M/s _____ with Office / factories at _____ which are fitted with modern equipment / facilities and where the production methods, quality control and testing of all materials and parts manufactured / supplied or used by us are open to inspection by the representative of DFCCIL. We hereby offer to supply the following items at the prices and within the period of delivery indicated below:

- 1) Item No.
- 2) Description
- 3) Specification
- 4) Unit
- 5) Quantity
- 6) Price per unit / carriage insurance paid till destination (in Indian Rupees)
- 7) Terms of Payment
- 8) Delivery Period
- 9) Quantity / Gross weight(s) and dimensions of packages(s), per unit.
- 10) Break up of price shown in Sr. No. 6, if applicable
 - a) Ex-factory price (including cost of all accessories)
 - b) Goods and Services Tax (GST)
 - c) Packing charges
 - d) Forwarding charges
 - e) Freight to destination
 - f) Insurance charges (if any)
 - g) Other charges, if any (should be specified)
 - h) CIP Destination Price (a)+(b)+(c)+(d)+(e)+(f)+(g)
 - i) Discount, if any
 - j) Net price after discount
 - k) Installation & commissioning charges

2. It is hereby certified that we have understood the Instructions to Tenderers and also the General Conditions of Contract attached to the tender and have thoroughly examined classification / specifications / drawings and / or pattern, given in the tender document. We agree to abide solely by the General Conditions of Contract and other conditions of the tender in accordance with the tender

documents if the contract is awarded to us.

3. We hereby offer to supply the Software / Goods / Services detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 120 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.
4. Earnest Money / Bid Guarantee for an amount equal to _____ is enclosed in the prescribed form.
5. We possess the necessary Authorization / Industrial License from the Government of India for Supply / manufacturing and marketing the items offered.

Date: ___ / ___ / 20___

Signature and Seal of OEM / Supplier / Tenderer

Note:

1. The offer must be submitted as per this Performa. The tenderer may use his letter head to submit his offer.

PERFORMANCE DETAILS

List of similar works / supplies completed (installed and commissioned) in previous 3 Calendar years including current year.	Purchase order no. & date	Items supplied and date completed	Contact Person & Tel. No.

AFTER SALES SERVICE CENTRES

<p>The service centers listed below are fully functional and equipped with spares and skilled manpower for providing satisfactory after sales services within a radius of 200 Kilometers of the consignee locations for the equipment supplied by us under this contract. Consignee name tender document</p>	<p>Consignee site locations</p>	<p>Nearest service center address</p>	<p>Service Contact person & Tel. No.</p>

**PROFORMA FOR STATEMENT OF DEVIATIONS
FROM TENDER CONDITIONS**

The following are the particulars of deviations from the requirements of the Instructions to Tenderers & General Conditions of Contract given in tender document and Special conditions given in Tender Document:-

CLAUSE	DEVIATION	REMARKS (Including Justification)
---------------	------------------	---

WARRANTY

We warrant that the equipment to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material workmanship and manufacture and shall be of the highest grade and equally consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for and acceptance of the goods, but shall expire _____ months (to be called warranty period) from after their successful installation and acceptance by the purchaser or warranty period plus 6 months from the date of completion of supply of material.

We also warrant that the function contained in the system software if any will meet the manufacturer's specification together with any clarifications given by us and that the operation of these firmware will be uninterrupted and error free and all software defects, if any will be corrected by us.

The obligations under the warranty expressed above shall include all costs and taxes relating to labor, spares maintenance (preventive and unscheduled) and transport charges from site to manufacturers works and back and for repair / adjustment or replacement at site of any part of equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or falls to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the purchaser to the supplier.

Signature of the Witness

Signature of the Tenderer

Date:

Seal of the company

ANNEXURE-6

**PROFORMA FOR AUTHORITY FROM OEMs (Original Equipment Manufacturers)
(To be submitted by bidder if they are authorized representatives of an OEM)**

No. _____

Date: _____

To
The Managing Director,
5th Floor, DFCCIL,
Pragati Maidan Metro Station Building Complex,
New Delhi - 110001.

Dear Sir,

Sub: - DFCCIL, New Delhi's Tender No _____

We _____, an established and reputable manufacturer of _____ having factories at _____ and offices at _____ do hereby authorize M/s _____ (Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No. _____

Yours faithfully,

(Name)

For & on behalf of M/s _____
(Name of OEM / Manufactures)

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

BIDDER'S SELF INFORMATION

1. Bidder's Proposal number and date :
2. Name and address of the Bidder :
3. Address of the Bidder :
4. Turnover of last 3 financial years :
5. Collaboration, if any :
6. Name and address of the officer to whom all references shall be made regarding this Tender enquiry. His/her telephone, Mobile, Fax and Email.
7. Any other point tenderer may like to specify.

Signature:

Name / Designation:

Company Name / Address:

Seal:

Signature:

Date:

**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

General Manager / IT,

Dedicated Freight Corridor Corporation of India Ltd,

DFCCIL, 4th Floor, Pragati Maidan 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 FIRMs is a Joint Venture.
2. The Bank Guarantee shall be from a Scheduled / Nationalized Indian Bank.
3. Amount as Specified in GCC / TOR / ITB for Performance Security and in specified currency.

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

IMPORTANT NOTICE

The following check list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

CHECK LIST

1. Have you submitted a complete offer? It should consist of following:
 - (a) EMD as required vide para 4.0 of Bid Documents Submitted / Not Submitted
 - (b) Quotation in prescribed Proforma Annexure-1 of Bid Documents Submitted / Not Submitted
 - (c) Performance statement as per Annexure-2 of Bid Documents Submitted / Not Submitted
 - (d) After sales centers information as per Annexure-3 of Bid Documents, Submitted / Not Submitted
 - (e) Statement of Deviations from Tender Conditions Annexure-4 of Bid Documents Submitted / Not Submitted
 - (f) Warranty offer proforma Annexure-5 of Bid Documents Submitted / Not Submitted
 - (g) Letter of Authority if required Annexure-6 of Bid Documents Submitted / Not Submitted
 - (h) Contractors self-information Annexure-7 of Bid Documents Submitted / Not Submitted
2. Have you submitted other supporting documents to establish your eligibility? It may consist of the followings:
 - (a) Purchase order copy and completion certificate copy as per para 3.2 Bid Documents Submitted / Not Submitted
 - (b) Annual reports for last 3 financial years excluding current year as per Bid Documents Submitted / Not Submitted

Signature & Seal of the
OEM / Manufacturer / Tenderer

PRELIMINARY TEST CERTIFICATE

Sub: INSPECTION DEMAND NOTE - (for release of 80% payments)

PURCHASE ORDER NO. _____ DATE: _____

Against the above mentioned purchase order, the items detailed below have been received on _____.

Item	Description				
SN	Physical Check	Power On Test	Ports	Firmware / Software	Remarks

It is certified that the above mentioned items confirms the specifications / requirements of the purchase order and all the items required as per purchase order have been delivered to consignee as per terms and conditions of purchase order.

By _____ Vendor _____ DFCCIL

(Signature) : _____

Name : _____

Designation : _____

Date : _____

FINAL COMMISSIONING CERTIFICATE**Sub:** INSPECTION DEMAND NOTE - (for release of 80% payments)

PURCHASE ORDER NO. _____

DATE: _____

NAME OF SITE : _____

NAME OF ITEM : _____

NAME OF VENDOR : _____

Against the above mentioned purchase order, the items detailed below have been successfully commissioned after installation and testing. The training as required has also been provided by the vendor as per specifications in the PO. All the supply / delivery / commissioning formalities under the contract/purchase order have been fulfilled / complied by the supplier.

Item	Description	Quantity

By Vendor DFCCIL

(Signature) : _____

Name : _____

Designation : _____

Date : _____