



Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise under Ministry of Railways)

Tender No. : HQ/IT/SI/ERP-Audit/2018
(E-Tendering on Limited Tender Mode only)

CIN: U60232DL2006GOI155068
E-Tender / Bid Document

Name of Work
Audit of SAP-ERP including IT Forensic Audit

Last Date & Time for receipt of Tender (Online): 15:00 Hrs. on 01.10.2018
Date & Time for opening of the Tender: 15:30 Hrs. on 01.10.2018

August'2018

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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Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise under Ministry of Railways)

Tender No. : HQ/IT/SI/ERP-Audit/2018
(E-Tendering on Limited Tender Mode only)

CIN: U60232DL2006GOI155068
E-Tender / Bid Document

Part - A
(NIT, Scope of Work, ITB, GCC, SCC & Tender Forms and Annexures)

Last Date & Time for receipt of Tender (Online): 15:00 Hrs. on 01.10.2018
Date & Time for opening of the Tender: 15:30 Hrs. on 01.10.2018

August'2018

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

Section I: Notice Inviting Tender (NIT)

Online bids (E-tender) under “**Single-Packet System**” **least cost selection basis** are invited

1. From eligible Firms having suitable experience in the field of IT Audit for and on behalf of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) for the work “**Audit of SAP-ERP including IT Forensic Audit**”.
2. The details of works are available in the tender document which can be downloaded from DFCCIL’s website www.dfccil.gov.in (for reference only) and Central Public Procurement Portal www.eprocure.gov.in/eprocure/app. The bid is to be submitted online only on www.tenderwizard.com/DFCCIL upto last date & time of submission of tender. The brief details of the tender are as under:

I	Tender reference No.: HQ/IT/SI/ERP-Audit/2018
II	Mode / Type of Tender: Limited Tender - “Single-Packet System” under e-Procurement System
III	Scope of Services: As per Section-II - Scope of Work.
IV	Estimated Cost of Services (Tender Value): Rs.39,00,000/- (exclusive of GST).
V	Duration of Work: 90 days.
VI	Period of Bid Validity: 120 days.
VII	Cost of bid documents: 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. Bid submitted without cost of bid document shall be rejected.
VIII	Amount of Bid Security (EMD): Rs.78,000/- 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.
IX	Client’s address for the receipt of bid documents: General Manager/IT , Room No.407, 4 th Floor, Dedicated Freight Corridor Corporation of India Ltd., Pragati Maidan Metro Station Building Complex, New Delhi-110 001. Phone No. 011-23454981, 011-23454980.
X	Helpline for e-Tendering: Mr Suraj:- 9599653865, 011-49424365
XI	Venue of bid opening: Dedicated Freight Corridor Corporation of India Ltd. , 4 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001.

Cost of bid document and bid security is to be submitted in the form of Crossed Demand Draft / Banker’s Cheque favouring “**Dedicated Freight Corridor Corporation of India Ltd.**” payable at Delhi / New Delhi.

3. The critical dates of tender are as under:

SN	Particulars	Date & Time
i)	Tender Processing Fee	Rs. 4,602/- including GST (Non-refundable) through e-payment.
ii)	Document Download / Sale Start Date & Time (Online Bidding)	From 31.08.2018 at 10:00 Hrs. up to 01.10.2018 at 14:30 Hrs.
iii)	Last Date & Time of submission Online Bid.	01.10.2018 up to 15:00 Hrs. (E-Tendering Mode Only)
iv)	Last Date & Time of submission of statutory documents in sealed envelopes (Offline submissions) along with EMD & Tender Document Charge.	01.10.2018 up to 15:00 Hrs.
v)	Date & Time of Opening	01.10.2018 at 15:30 Hrs.

4. Bidders are advised to follow the instructions provided in the Section-III - 'Instructions to the Bidders' for the e-submission of the bids online through www.tenderwizard.com/DFCCIL

5. The Bidders who wish to submit their bids for the aforesaid work shall have to meet the Eligibility Criteria given as here under:

- a) The Bidder should be a reputed Firm having experience in the field of IT Audit in India having perspective and technical capabilities to render meaningful and purposeful services.
- b) The Bidder should have following Criteria (Detail to be furnished in Form-II of Section VI):-

SN	Particulars
i)	The Bidder should have at least 1 Certified SAP Auditor.
ii)	The Bidder should have at least 1 SAP GRC Certified Consultant.
True self-attested copies of the necessary certificate supporting above qualification are to be provided along with the Bid Document.	

- c) Each Bidder must produce:
 - (i) The GST and other Tax registration number, PAN number;
 - (ii) A declaration that the information furnished with the bid documents is correct in all respects; and,
 - (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

6. The Bidder should have not been banned / de-listed / black listed / de-barred from business by any PSU / Govt. Bodies during last 03 (three) years.

7. In the event of the specified date for the offline submission being declared a holiday for the Client, the same will be received up to the specified time on the next working day.
8. At any time prior to the deadline for submission of bid, the Client may amend the Tender Document by issuing corrigendum/addendum which shall be notified on DFCCIL website www.dfccil.gov.in, www.eprocure.gov.in/eprocure/app, www.tenderwizard.com/DFCCIL. Therefore, the Bidders are advised to visit these sites regularly before deadline for submission of bids.
9. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
10. The bids, as well as all correspondence and documents relating to the qualification exchanged by the Bidders and the Client, shall be in the English language.
11. Client reserves the right to cancel the tendering process at any time before award of Work without assigning any reasons thereof.
12. Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode. Similarly hard copy(ies) of the required offline documents, if received by the Client after the deadline for submission of Bids prescribed in NIT, then it will be considered as 'Late Bid' notwithstanding the fact that the Bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall be summarily rejected.

General Manager/IT
4th Floor, DFCCIL/CO,
Pragati Maidan Metro Station Building Complex,
New Delhi-110 001

Section II: Scope of Work

SCOPE - Audit of ERP-SAP implementation (Integrated IT Implementation)

Part – A

1. Examine all “as is” documentation as well as BBPs.
2. Examine whether implemented ERP solution is consistent with the DFCCIL business needs, and requirements.
3. Understanding of the “as is” system and also specify how DFCCIL replace the “as is” functionality with the ERP system.
4. The ERP implementation partner is tasked with interpreting the requirements discerning how these requirements will be implemented during realization and verifying that the requirements have been met. Examine whether the ERP implementation partner for the sake of meeting deadlines rushes through the blueprint phase does not scrub the requirement and blindly attempts to implement the requirement. Requirements that cannot be implemented or not feasible should be listed as exceptions. Requirements that fall out of scope need to be documented.
5. Prepare and examine compliance report of RTM (Requirements Traceability Matrix) that ensures that all requirements get coverage and implemented. Scope Verification and examine whether the implemented ERP solution does cater to DFCCIL business needs based on the documented scope and the end users can perform tasks.
6. Vendor software problems: SAP software errors, enhancements, or bugs within implemented software. These errors, bugs, and needed enhancements required to be mapped.
7. Examine cases like:
 - Client / End Users dissatisfaction,
 - Inability to roll out a specific planned system functionality,
 - Financial losses,
 - Unstable System and
 - Lack of controls and Audit trails
8. Examine all OSS notes, suggestions and patches from the Vendor. Check all document and resolutions to fix the problem and whether they were successful.
9. Examine the system of accountability, Sign-Offs and Hand-Offs for deliverables and work products.
10. The Auditor should document SAP User community profiles, along with expected system throughput from functional users, jobs running in the background and foreground, reports, batch jobs, RFCs, etc.
11. Develop the necessary automated scenarios to identify your applications bottlenecks and degradation points, while verifying all of DFCCIL capacity requirements.
12. Identify all disconnected transport management procedures and tools, the capability to generate on the fly reports to identify how an object was transported, how it was tested before it was transported, who approve the transport of the object, when the object was transported, etc.

13. Report on streamline the transport process and provide project with Visibility, security, and auditability across multi-server SAP system landscapes.
14. Examine all Undocumented Assumptions, Risks and Constraints.

Part – B

IT Forensic Audit - Examine the end user and the real-time integrated data.

1. Review User and Authorization Management Procedures

- Review the process followed for creation of new user IDs, changes or existing user IDs in SAP assess that appropriate user authorizations controls are followed.
- Review the process followed for creation and changes of role to assess that the segregation of duties conflicts are avoided in the roles.
- Review the process followed for change of user authorization and disabling of users IDs to assess that access to users is provided on “need-to-know” basis.
- Review the process for identification of users who seldom / never logon (inactive IDs) in the system and process for detection / deactivation of their user IDs.

2. Review User Authorization for critical transaction and SoD

- Analysis and Identification of set of critical transactions through discussion with the Process Owners in critical Modules of SAP ECC (FI, CO, MM, PS, PM, HCM-Payroll) and review of roles / users having access to these critical transaction, with the process owners to identify the roles / users to whom the additional authorization has been provided.
- Review the process for user authorization maintenance in SAP ECC with respect to approval procedure for assignment of roles to users.
- Identify the potential Segregation of Duties (SoD) conflict for critical modules of SAP ECC (FI, CO, MM, PS, PM, HCM-Payroll) within the Roles and Users.

3. Review business process controls configuration in SAP ECC

- Review of automated controls as configured within the - SAP ECC system (inherent or configurable influencing critical functions).
- Interface with FI/CO modules
- Review of configuration aspects for documents types, number range and account assignment for FI.
- Review critical configurable controls in modules which impacts the financial control environment.
- Examine Payroll and HR transactions.
- Examine Bank transactions and financial integration.
- Examine Master DATA integrity and Transaction DATA posting and integrity.

4. BASIS Security Review

- Review of system security parameters.
- Review of Access restriction to development system and transport system.
- Review of Sensitive / high-risk BASIS (System Administration) function and transactions, access restrictions.
- Change Management controls.

- Review of process with respect to program Development and Maintenance through review of following process.
- Authorization and approval of new systems and modifications to existing systems.
- Use of standards and procedures for testing new programs and program modifications and Effectiveness of logical controls to restrict access to production libraries and data.
- To find out the causes of delay in implementation of SAP / ERP System.
- To quantify the loss suffered due to this delay and verify the price escalation.
- Independent evaluation & analysis of the system understand the loopholes and inadequacies of the system especially with respect to the finance modules of SAP wherein various kinds of payments are made to contractors, PMC and other agencies etc.
- Detection of any fraud, irregular / wrong payments or financials discrepancies etc. through the system.
- To ascertain that there were no violations regarding the implementation of SAP / ERP system in respect of conditions stipulated in the contract agreement & the laid down rules and procedures.
- To find out the professional negligence, if any.
- Reviewing operational performance for compliance with standard operating procedures and approvals.
- To simplify the complexities of the system.

5. Logs

- a. User and authorization changes are logged in transparent tables in the database. Access to these tables is restricted through authorization control. Examine critical information like user password is represented as hashed value.
- b. **Security Audit Logs-** SAP ERP system log which stores information like successful and unsuccessful dialog logon attempts, successful and unsuccessful RFC logon attempts, RFC calls to function modules, changes to user master records, successful and unsuccessful transactions hits and changes to audit configuration.
- c. **Table Change Logs-**Table change logs
- d. **SQL Audit-** SQL Audit logs all OPEN SQL SELECT statements
 - i. On/Off SQL log.
 - ii. Pattern of file names.
 - iii. Directory of the file location.
 - iv. Maximum log file size.

SECTION III: INSTRUCTION TO BIDDERS (ITB)

1.0 GENERAL

- 1.1 **Dedicated Freight Corridor Corporation of India Limited** (DFCCIL) is a Public Sector Company registered under the Companies Act, 1956 and engaged in construction, maintenance and operation of dedicated freight railway tracks popularly known as corridors. Presently Company is under construction phase.
- 1.2 DFCCIL intent to solicit the services of a Firm having experience in the field of Auditing, who will take up the assignment of “**Audit of SAP-ERP including IT Forensic Audit**” in accordance with the Scope of work as detailed out in “Section-II – Scope of Work”.
- 1.3 Issuances of bid documents will not automatically mean that such parties are considered qualified. DFCCIL shall not be responsible for loss / delay of any quotation in transit.
- 1.4 The Bidders should note and bear in mind that the client shall bear no responsibility for the lack of acquaintance of bid conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidder shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the client.
- 1.5 The set of bid (Tender) documents comprises of followings documents and addenda issued:

Part - A

- i) Section-I: Notice Inviting Tenders (NIT)
- ii) Section-II: Scope of Work
- iii) Section-III: Instruction to Bidder (ITB)
- iv) Section-IV: General Terms and Conditions of the Contract (GCC)
- v) Section-V: Special Conditions of Contract (SCC)
- vi) Section-VI: Tender Forms & Annexures

Part - B Price Schedule

2.0 Eligible Bidders

- 2.1 The invitation of bid is limited to the OEM i.e. M/s SAP India Ltd. & to the Vendors empanelled with NICSI as well as in DFCCILs approved List, who should be eligible as per the qualifying criteria given below:
- 2.2 The bidder shall meet the Qualifying Criteria set forth to be eligible for bid as hereunder:
- a) The Bidder should be a reputed Firm having experience in the field of IT Audit carrying out practice in India having perspective and technical capabilities to render meaningful and purposeful services in Audit of SAP-ERP including IT Forensic Audit. **Copy of certificate of registration issued by the governing body / Institute be submitted along with the Bid.**
 - b) The Bidder should have HQ / Branch in Delhi / NCR. **Proof of registered address of the Firm be provided.**

The Bidder must fulfill following Technical Criteria (Detail to be furnished in Form –II of Section-VI) to qualify:-

SN	Particulars
i)	The Bidder should have at least 1 Certified SAP Auditor.
ii)	The Bidder should have at least 1 SAP GRC Certified Consultant.
True self-attested copies of the necessary certificate supporting above qualification are to be provided along with the Bid Document.	

c) Each Bidder must produce:

- (i) The GST registration number & PAN number,
- (ii) A declaration that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

2.3 The Bidder should have not been banned / de-listed / black listed, de-barred from business by any PSU / Govt. Bodies during last 03 (three) years. **Self-declaration in this regard is to be submitted as per format attached as Form IV in Section-VI.**

2.4 The Bidder should not have conflict of interest with other Bidders. Bidders found to have conflict of interest shall be disqualified.

3.0 **Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bid, including any negotiations with or visits to the Client, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.0 **Earnest Money Deposit (EMD) / Bid Security**

4.1 The amount of **Rs. 78,000/-** is to be deposited towards EMD. 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:-

- a) The Bidder withdraws the Bid after bid opening or varies any terms & conditions in regard thereto during the period of Bid validity; or;
- b) If Bidder adopts corrupt or fraudulent or collusive or coercive practices; or
- c) in case of a Successful Bidder, fails, within the specified time limit, to Sign the Agreement and to furnish the required performance security;
- d) in case of a Successful Bidder, refuses, to enter into a Contract after being awarded the Contract or does not commence work within stipulated time after the award.
- e) any of information furnished by Tenderer is found to be not true;

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 will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD.

Earnest Money to be submitted by Bidder	Rs.78,000/-
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4.2 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Client as non-responsive.

5.0 **Price basis, Currencies & Language Of Bid**

5.1 The Bidder shall quote rates in 'Part-B - Price schedule', for the entire Scope of work as detailed out in "Section II – Scope of Work". Bids based on a system of pricing other than that specified shall be rejected. The bid prices shall be 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. Failure to comply with these requirements will render the bid liable for rejection.

5.2 **The Bidder is required to quote LUMPSUM Price** for Professional Charges as detailed under Clause 2.0 - Payment terms & conditions of Section-V - Special Conditions to Contract (SCC). No additional payment will be admissible on any account. However, GST as applicable shall be paid extra.

6.0 **Signature of Bids & Documentary Proof**

The bid must contain the full name, designation and complete address of place of business of the Authorized person / persons.

7.0 **CHECK-LIST**

The bidders are requested to duly fill in the checklist as per Annexure-A. The checklist is only a reminder of certain important items, to facilitate the Bidder. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

8.0 **DEVIATIONS**

The Firm / Consultant must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained.

9.0 **INSTRUCTION FOR ON-LINE BID SUBMISSION:**

9.1 **ACCESSING / PURCHASING OF BID DOCUMENTS:**

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.
- (ii) To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enable on E-Tender portal <http://www.tenderwizard.com/DFCCIL>. The Bidder can pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. There is no need

for physical submission of Demand Draft for the same. Validity of online registration is one year.

- (iii) The Tender Document can be viewed / downloaded from the Tender Wizard free of cost as per date mentioned in Notice Inviting Tender (NIT).

Following may be noted-

- (a) Bids can be submitted only during the validity of registration with the Tender Wizard.
- (b) The amendments / clarifications to the Tender document, if any, will be posted on the DFCCIL website www.dfccil.gov.in, www.eprocure.gov.in/eprocure/app, www.tenderwizard.com/DFCCIL.
- (c) Registration with the [tender wizard](http://www.tenderwizard.com) should be valid at least upto the date of submission of bid.
- (iv) **Rs. 4,602/-** (Including GST) towards Application processing fee (non-refundable) shall be paid to M/s ITI Ltd. towards Tender Processing Fee through E-Payment using Credit Card / Debit Card / Net Banking / International Credit Card only.
- (v) If the Bidder has already registered with the Tender Wizard and validity of registration has not expired, then such Bidder does not require fresh registration.

9.2 **PREPARATION & SUBMISSION OF APPLICATIONS:**

- (i) Detailed tender document may be downloaded from www.dfccil.gov.in, www.eprocure.gov.in/eprocure/app, www.tenderwizard.com/DFCCIL and Bid may be submitted online on www.tenderwizard.com/DFCCIL following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on Tender Wizard.
- (ii) Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time.
- (iii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT / Tender Document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of offline bid submission. The details of the DD/BC/BG, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iv) While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.
- (v) Bidder shall select the payment option as 'offline' to pay the Tender Fee / EMD as applicable and enter details of the instrument.
- (vi) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vii) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

9.3 **RECEIPT AND SIGNING OF BIDS:**

9.3.1 **Online Bid**

The tender shall be submitted online under Single Packet system duly scanned and digitally signed by the authorized representative of the bidder as follows:

- a) Online bids should contain scanned copies of following documents:
 - i) Duly filled and signed Complete Bid document along with all amendments.
 - ii) Scanned copy of all the documents referred to in **Clause no. 5 of Section I: Notice Inviting Tender (NIT) read with Clause 2.2 of Section III: Instruction to bidders (ITB), Clause 6 of NIT read with Clause 2.3 of ITB.**
 - iii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender. Bidder should ensure that all the documents referred to in **Annexure-A i.e. Check List** are uploaded online.
- b) Price Schedule
 - i) The Price Schedule shall be submitted in electronic form in conformity with the tender specification on the portal only by the date & time as specified in NIT. Rate to be quoted should be in Indian Rupee as per Part B - 'Price Schedule' of the Bid Document.
 - ii) Submission of the "Price Schedule" by any other means shall not be accepted by the Client in any circumstances.

9.3.2 **Offline documents to be submitted:**

Bidders shall submit **only** following documents in an envelope by the due date and time of receipt of bid as mentioned in NIT. The envelope received late or after the prescribed due date and time of receipt as mentioned in the NIT will not be entertained. DFCCIL will not be responsible for any postal delay. The envelope shall be super scribed as "**Audit of SAP-ERP including IT Forensic Audit**", NIT no., Date of Opening and addressed to the "**General Manager/IT, DFCCIL, and submitted to the office of General Manager/IT at Corporate Office, DFCCIL, 4th Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 110001**" latest by due date of submission mention in NIT.

- i) Cost of Bid Document in the form of crossed Bank Draft / Banker Cheque as mentioned in Clause 2 of NIT read with Clause 3 of ITB.
- ii) EMD / Bid Security in the form of crossed Bank Draft / Banker Cheque as mentioned in clause 2 of NIT read with Clause 4 of ITB.
- iii) All self-certified copies of relevant documents

These envelope(s) shall not contain anything else. ***This part of bid should not contain any price information i.e. information to be given in Price Schedule. It may be borne in mind that Price Schedule is to be submitted only in electronic form as detailed in 9.3.1 b) above and no hard copy of the same would be entertained. If any price information is found in hard copy, the tender shall be liable to be rejected summarily.*** The name, mailing address and tele-fax number of the bidders shall be clearly indicated on the envelope. Bidders may note that if the envelope is not sealed and marked as required, the client will assume no responsibility for the misplacement or premature opening of the same.

9.3.3 **It may be noted the bidders are not required to submit hardcopies of any of the documents except those stated in 9.3.2 above.**

9.4 **Modification / Substitution / Withdrawal of Bids:**

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission, but prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- (ii) Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

10.0 **OPENING OF BIDS**

- a) Opening of Bids will be done through online process.
- b) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- c) Tender opening will be done by a nominated Opening Committee of DFCCIL. While opening the Tender, it will also be confirmed whether Tender Security and Tender Document cost, has already been submitted by the tenderer or not. The tender submitted by those tenderer who have not submitted the required Bid Security (EMD) and Bid Document cost in Clause 2 (VII) and Clause 2 (VIII) of NIT, may not be considered for opening.
- d) The Bids will be opened in the presence of bidders or their representatives who choose to attend on date & time as mentioned in tender document.

11.0 **BID VALIDITY**

The bid shall remain valid for a period of 120 days from the date of opening. DFCCIL will make its best effort to complete the award process within the proposal's validity period. However, should the need arise, the DFCCIL may request, in writing, all bidders who submitted bid prior to the submission deadline to extend the bid's validity.

12.0 **ALTERNATIVE PROPOSALS BY BIDDERS**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the 'Part B – Price Schedule'. Alternative proposals will be rejected as non-responsive.

13.0 **CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES**

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts.

14.0 BID EVALUATION CRITERIA

14.1 During bid evaluation, the Client may, at its discretion, ask any Bidder for a clarification of its bid which shall be submitted within a stated reasonable period of time. The request for clarification and response shall be in writing.

14.2 If a bidder does not provide clarifications of the information requested by the date and time set in the Client's request for clarification, its bid may be rejected.

14.3 METHOD OF SELECTION: Least Cost Selection

In the case of Least Cost Selection Method, selection is based on the lowest price quoted by a qualified bidder in Part B: - "Price Schedule".

15.0 Manpower Deployment & Key Personnel:

- a) Firm / Consultant shall deploy Consultants with at-least five years' experience personnel. The names of the key Personnel proposed to be deployed for completion of services included under the scope of the assignment, along with their Curriculum Vitae shall be furnished by the Consultant.
- b) The Consultant shall identify a Project Leader having at least 10 years' experience to act as focal point for all interactions with the client throughout the entire period of assignment.

SECTION IV: GENERAL TERMS AND CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITION OF TERMS

- 1.1 "Contract Documents" shall mean this bid (tender) document and minutes of clarifications to the extent they have been accepted by DFCCIL prior to the award of the contract and Contract Agreement. A Performa of the agreement to be executed between DFCCIL and the Firm / Consultant is given in **FORM VII in Section VI**.
- 1.2 "Contract Price" is a Lump Sum amount as stated in Letter of Award.
- 1.3 "Client" shall mean the DFCCIL.
- 1.4 "Firm / Consultant" shall mean the bidder whose bid will be accepted by DFCCIL and shall include such successful bidder's legal representatives, successors and permitted assigns, from time to time for the purpose of the contract.
- 1.5 "Letter of Award (LOA)" shall mean the official notice issued by the DFCCIL notifying the Firm / Consultant that his proposal has been accepted.
- 1.6 "NCR Area" means Gurgaon, Delhi, Noida, Greater Noida, Ghaziabad and Faridabad.
- 1.7 "Officer-In-Charge" shall mean DFCCIL officer dealing with the Performance and operations of the contract. General Manger/IT will be the "Officer-in-Charge" in the instant case.

2.0 Firm / Consultant's Agents / Employees

- 2.1 No other person except Firm's / Consultant's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties.
- 2.2 Firm / Consultant shall be directly responsible for any / all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.
- 2.3 The personnel engaged by the Firm / Consultant shall be on the duty of the Firm / Consultant and under no circumstances shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the Firm / Consultant. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the Firm / Consultant undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.
- 2.4 The personnel engaged by the Firm / Consultant shall be subject to security check by DFCCIL security staff while entering / leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions.

3.0 AWARD OF CONTRACT

- 3.1 DFCCIL will intimate the award of Work in writing to the successful bidder by issuing Letter of acceptance / award accepting the proposal of the bidder. The contract will be awarded to the eligible and responsive bidder achieving the highest financial score in conformity with the requirements of these documents and DFCCIL shall be the sole judge in this regard.
- 3.2 DFCCIL reserves the right of rejecting / accepting either the whole or any part of the proposal. The Firm / Consultant shall be fully responsible and shall be bound to

perform the job allocated to him at his quoted rates and terms and conditions that have been accepted by Firm / Consultant.

- 3.3 DFCCIL reserves the right to assess bidder's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.
- 3.4 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.

4.0 EFFECT AND JURISIDCTION OF CONTRACT

- 4.1 The contract shall be considered as having come into force from the date mentioned in the letter of Acceptance / Award issued by DFCCIL.
- 4.2 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.

5.0 DURATION OF CONTRACT

- 5.1 The duration of the contract for work to be undertaken by the Firm / Consultant will be 90 days (starting from the date mentioned in the Letter of Award).

6.0 SECURITY DEPOSIT / CONTRACT PERFORMANCE GUARANTEE

- 6.1 On acceptance of tender the successful bidder shall have to submit Performance guarantee amounting to 5% of the contract value in the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, New Delhi, as per the Performa prescribed by DFCCIL, within 15 days of issue of Letter of Acceptance.
- 6.2 The Security deposit and Performance guarantee is intended to secure the satisfactory Performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Security deposit and / or Performance guarantee. However, it is not to be construed as limiting the recoverable under the contract.
- 6.3 Format of Performance Bank guarantee to be submitted by the successful bidder is attached as **FORM VI in Section VI**.

7.0 TERMINATION OF CONTRACT

- 7.1 If at any time the Firm / Consultant makes any default in proceeding with the work 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.
- 7.2 Where the Firm / Consultant breaches this Agreement, The Client may terminate this Contract and forfeit the performance security deposit, by not less than thirty (30) days' written notice of termination to the Firm / Consultants.
- 7.3 Further, the Firm / Consultant will be debarred from getting, in future assignments in DFCCIL in the following cases:
 - a) If the Firm obtains the appointment on the basis of false information / false statement at the time of submission of application / documents.

- b) The Firm is found to have sub-contracted the work.
- c) If the Firm does not take up the work in terms of the appointment letter.

8.0 TAXES, DUTIES, LEVIES ETC.

- 8.1 The Bidders shall be registered with the Tax Authorities and **shall furnish a copy of the Registration Certificate along with the bid documents.** The Firm / Consultant shall be liable and fully responsible for payment of all Indian duties, levies and any other taxes attracted / assessed on them under the provisions of the Indian laws. DFCCIL shall not bear any tax liability under any circumstances whatsoever. DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the Firm / Consultant in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the Firm / Consultant, if so required by DFCCIL.

9.0 EXTENSION OF TIME

- 9.1 Extension of time for the delay not attributable to the Firm / Consultant can be considered by the officer in charge of the DFCCIL.

10.0 FORCE MAJEURE

- 10.1 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.
- 10.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable

alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

11.0 SUSPENSION OF WORK

11.1 The Firm / Consultant shall on the order of the Officer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Officer-in-Charge may consider necessary. The Firm / Consultant has no right to suspend the work at any stage unilaterally.

12.0 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

12.1 During the period of their inability to perform the Services as a result of an event of Force Majeure under **clause 10.0** or Suspension of work under **clause 11.0**, the Firm / Consultants shall be entitled for compensation as may be considered reasonable by the Officer-in-Charge in respect of salaries or wages paid only by the Firm / Consultant to his such employees who are exclusively retained for the client's work during the periods of such Force Majeure and suspension. In case employee(s) of Firm / Consultant are engaged partially for the client's work, the wages or salaries shall be reduced proportionally as decided by the Officer-in-Charge. Firm / Consultant shall not be entitled for payment for such employee(s) who are diverted to perform other work during the periods of such Force Majeure and suspension.

13.0 OBLIGATIONS OF THE FIRM / CONSULTANT

13.1 The Firm / Consultants shall perform the Services set out in the scope of work in accordance with the timetable set out in Section II: Scope of Work. Firm / Consultant shall notify the Client in writing within 10 Working Days if the Firm / Consultant thinks a Client direction is a Variation, and as soon as practicable if the Firm / Consultant thinks any other circumstance is a Variation. The notice shall include details of the estimated cost of the Services, likely or estimated impact on the program and completion date for the Services and make recommendations on how to proceed.

13.2 The Firm / Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm / Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

13.3 The Firm / Consultants and his Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

14.0 INSURANCE TO BE TAKEN OUT BY THE FIRM / CONSULTANT

14.1 The Firm / Consultant will be responsible for taking out any appropriate insurance coverage.

15.0 FIRM / CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

15.1 In exceptional circumstances, Client may allow taking up of part services through an expert or Sub-Consultant. The Firm / Consultant shall obtain the Client's prior approval in writing before taking such action.

16.0 DOCUMENTS PREPARED BY THE FIRM / CONSULTANTS TO BE THE PROPERTY OF THE CLIENT

16.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Firm / Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Firm / Consultant may retain a copy of such documents and software

17.0 OBLIGATIONS OF THE CLIENT

17.1 The client shall be responsible for providing the sufficient space, tables, chairs, with landline phone facility.

18.0 DURATION OF LIABILITY

18.1 Neither party shall be liable for any loss or damage occurring after the completion of the Services.

19.0 VARIATIONS

19.1 The Client may order a Variation to the Services, in writing, or may ask the Firm / Consultant to propose a Variation to the Services, the impact of which on the cost, program and completion date for the Services shall be agreed as stated above in **Clause 13.0**.

19.2 Where the Firm / Consultant notifies the Client under **clause 13.0** that any direction or circumstance should be treated as a Variation, the Client shall as soon as practicable after receiving such notice, but within 30 Working Days, notify the Firm / Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.

19.3 If the Client does not consider the direction or other circumstance to be a Variation then the Client and Firm / Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 19.4**.

19.4 The Client and the Firm / Consultant shall agree, in writing, the value of the Variation and its impact on the program and completion date for the Services, or the mechanism under which the value and impact on the program and completion date for the Services will be derived.

19.5 Where practicable the value of the Variation and impact on the program and completion date for the Services shall be agreed between the parties prior to the Variation works progressing.

19.6 In the event that the Parties are unable to reach agreement on the value and impact on the program and completion date for the Services, the matter shall be treated as a dispute and resolved in accordance with **clause 24.0**. Under no circumstances, the Firm / Consultant shall suspend the work on account of non-settlement of issues between the parties (i.e. Client & Firm / Consultant).

20.0 PAYMENT TO THE FIRM / CONSULTANT

20.1 The Firm / Consultant's total remuneration shall not exceed the Contract Price & reimbursement of travelling boarding & lodging expenses and will be released in accordance with the **Payment terms & conditions of Section V-Special conditions of Contract (SCC)**, and there shall be no other payment. Firm / Consultant shall be solely responsible for payment of wages / salaries and

allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws / acts i.e. PF, ESI etc. relating to their employees. DFCCIL shall have no liability, whatsoever, in this regard.

21.0 LIQUIDATED DAMAGES

21.1 Not Applicable.

22.0 CONFLICT OF INTEREST.

22.1 The Firm / Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract.

23.0 DEFENCE OF SUITS

23.1 If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Firm / Consultant to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the Firm / Consultant, his agents / representatives or his sub-Firm / Consultants, drivers or employees, the Firm / Consultant shall in all such cases be responsible and indemnify and keep DFCCIL and / or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

24.0 SETTLEMENT OF DISPUTES

24.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 24.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

24.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

24.3 Notwithstanding any dispute between the parties, the Firm / Consultant 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.

24.4 All questions, disputes or differences arising between the Firm / Consultant and the Client, in relation to or in connection with the Contract shall be referred to arbitration in the manner provided as hereunder:

24.4.1 On receipt of such notice, the Client shall send to the Firm / Consultant a panel consisting of the names of three persons and thereafter the Firm / Consultant within fifteen (15) days of receipt of such panel, communicate to the Client the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Officer-in-Charge of the Client.

24.4.2 Provided that if the Firm / Consultant fails to communicate the selection of a name out of the panel so forwarded to him by the Client then after the expiry of the aforesaid stipulated period, the Officer-in Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.

24.4.3 The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Client shall appoint another person to act as Sole Arbitrator in the same manner as provided

in clause 24.4.1 & 24.4.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

24.4.4 Dispute or difference shall be settled in accordance with the Arbitration and conciliation Act, 1996.

24.4.5 The language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitrator award shall be written speaking award.

24.4.6 The cost and expenses of Arbitration proceedings, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself. Fee of the sole arbitrator including clerkage charges & TA/DA if applicable shall be equally borne by the client and the Firm / consultant.

24.4.7 Performance under the Contract shall continue during the arbitration proceedings and payments due to the Firm/ Consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

These Special Conditions of Contract shall be read and construed along with the General Conditions of Contract. In case of any conflict or inconsistency between Special Conditions of Contract and General Conditions of Contract, provisions of the Special Conditions contained herein shall prevail.

1.0 Project Completion Schedule

1.1 The assignment shall commence from the date of start of work as mentioned in the Letter of Award (LOA) and shall be completed within a period of 90 days from the date of LOA as per work schedule given below:

KD	Milestone	Timeline (T+ days Where T = DOA)
1	Submission of Inception Report	T + 15
2	Submission of Interim Report after Presentation to DFCCIL	T + 60
3	Submission of Updated Presentation with reports	T + 75
4	Submission of Final Report	T + 90
5	Approval of Final Report	Within 30 days of submission

1.2 The Consultant shall prepare, submit and present to the Officer-in-Charge progress report showing the progress and status of the works being performed by him including such documentation as may be asked for by the Officer-In-Charge. Draft formats of progress reports shall be finalized in consultation with the Officer-In-Charge. Final reports would be submitted as per schedule given above, after discussions on the draft report and the acceptance of the same by the client.

2.0 Payment Terms and Conditions

2.1 The price as per PRICE BID of **PART – B Price Schedule** for the Scope of Work mentioned in Section II: Scope of Work shall remain “**FIRM**” in all respects till the completion of the Contract.

2.2 The quoted price shall exclude GST but include insurance charges, license fees etc. as applicable 28 days prior to the scheduled date for submission of bid. The quoted prices shall be deemed to cover the full scope of work as per Section II: Scope of Work. The bid price shall include all man-day charges including deputation, equipment charges, travel expenses (other than as provided in Clause 2.4 of SCC), administrative charges, documentation charges and any other incidental charges directly or indirectly for successful completion of the work. The bidder shall indicate the Lump sum professional fee in the **PART – B Price Schedule**. GST on said Lump sum professional fees as applicable shall be paid extra.

However, Statutory variations, after the date 28 days prior to the schedule date for submission of bid, in taxes, duties and levies by the Govt., except GST which shall be paid as per applicable rate, during the execution of the assignment will be adjusted / reimbursed against production of documentary evidence.

- 2.3 No TA/DA shall be payable separately for visit to DFCCIL Corporate Office or any other location within National Capital Region (NCR).
- 2.4 No outstation site / CPM Office visit is envisaged for the performance of the Contract.
- 2.5 DFCCIL shall pay to the Consultant the amounts claimed pursuant to this Contract after completion of deliverables as per Schedule of Payments clause 2.11 below on receipt of invoice.

The Firm / Consultant shall submit bills, in duplicate, to the IT Section at Corporate Office. Efforts shall be made for payment to be released to the Firm / Consultant through ECS / EFT within 30 days on receipt of bill complete in all respects. TDS as applicable shall be deducted from the bills of the Firm / Consultant. Bills having cutting and over-writing shall not be entertained unless authenticated by User. No advance payment shall be made under any circumstances.

The Firm / Consultant shall give consent in a mandate form for receipt of payment through ECS / EFT / RTGS. Charges if any will be on account of the Firm / Consultant.

The Firm / Consultant 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 (Saving / Current), Bank A/c No. and IFSC code no. of the bank in Form V in SECTION VI, a cancelled cheque of the said bank.

- 2.6 Final payment pursuant to Schedule of Payments shall be made only after the receipt of Final bill and completion of all activities listed in the Scope of Work and deliverables to the satisfaction of Officer-in-Charge as per the provisions of the contract. The Consultant shall submit the Final bill within 30 calendar days of the submission of final recommendation along with all deliverables to Officer-in-Charge. Should any discrepancy be found to exist between the actual payments made by DFCCIL and the prices quoted / authorized to be incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by DFCCIL to reflect such discrepancy.
- 2.7 Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- 2.8 Except as the DFCCIL may otherwise agree, no changes shall be made in Key Personnel. Notwithstanding the above, the substitution of Key personnel during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

2.9 If DFCCIL finds that any of the Key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the DFCCIL determine that Consultant's Personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Firm / Consultant shall, at the DFCCIL's written request, provide a replacement. In the event that any of Key Personnel is found by the DFCCIL to be incompetent or incapable in discharging assigned duties, the DFCCIL, specifying the grounds therefore, may request the Firm / Consultant to provide a replacement. Any replacement of the removed Personnel shall possess better qualifications and experience and shall be acceptable to the Client.

2.10 The Firm / Consultant shall bear all costs arising out of or incidental to any removal and / or replacement of such Personnel.

2.11 Schedule of Payments

The Consultants / Firm shall be paid on successful completion of the specified milestones. The payment schedule is presented below.

The payments for each milestone will be released within 30 days of the bill raised after submission of each KD report after the approval (within 14 days) of the respective KD report by DFCCIL.

KD	Milestone	Payment of Fee
1	Submission of Inception Report	10%
2	Submission of Interim Report after Presentation to DFCCIL	10%
3	Submission of Updated Presentation with reports	20%
4	Submission of Final Report	20%
5	Approval of Final Report	40%

3.0 Sub-Contracting

The Consultant shall not assign or sub-contract any portion of this work.

4.0 Liability of Consultant

Should any mistake or inadequacy appear in the documents / reports submitted by the Consultant, the Consultant shall perform at its own initiative and no extra cost to DFCCIL, all such services as shall be necessary to remedy the said mistake or inadequacy.

The Consultant shall be further liable for the consequences resulting from errors and omissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the total value of this contract. Except in cases of criminal negligence or willful misconduct, the consultant shall not be liable for any indirect or consequential losses or damages.

Notwithstanding anything contained in this document, the aggregate liability of the selected consultant in connection with the services to be performed hereunder, shall in no event exceed the contract price. The selected consultant shall only be liable for the direct damages or loss arising out of this agreement or otherwise from its services and not for any indirect or consequential damages.

5.0 Coordination

The Consultant shall at all times co-operate and co-ordinate with DFCCIL, with respect to the Technical Assistance.

6.0 Abiding by Non-Disclosure Agreement

On award of work, the Firm to sign and abide by the Non-Disclosure Agreement with DFCCIL.

SECTION VI: TENDER FORMS AND ANNEXURES

FORM I

TENDER FORM

To,

The General Manager/IT,

Dedicated Freight Corridor Corporation of India Limited,
Room No 407, 4th Floor, Pragati Maidan Metro Station complex,
New Delhi – 110001.

Sub: Proposal for the work of “Audit of SAP-ERP including IT Forensic Audit”.

Dear Sir / Madam,

1. I / We, hereinafter called “The Bidder”, have read and examined the following tender documents relating to the work "Audit of SAP-ERP including IT Forensic Audit":

PART – A

- i) **Section-I** : Notice Inviting Tenders (NIT)
- ii) **Section-II** : Scope of Work
- iii) **Section-III** : Instruction to Bidder (ITB)
- iv) **Section-IV** : General Terms and Conditions of the Contract (GCC)
- v) **Section-V** : Special Conditions of Contract (SCC)
- vi) **Section-VI** : Tender Forms & Annexures

PART – B Price Schedule

2. I / We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in “**PART B – Price Schedule**” and within the period(s) of completion as given in GCC and subject to such terms and conditions as stipulated in the contract.
3. I / We agree to keep this tender open for acceptance for a period of 120 days from the date of opening of bid. I / We hereby further undertake that during the said period I / We shall not vary / alter or revoke my / our bid.
4. A sum of _____ only is hereby enclosed in form of Demand Draft / Banker Cheque issued by a Nationalized or Scheduled Bank of India as Earnest Money. I / We agree that if I / we fail to keep the validity of tender open, as aforesaid and / or I / we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord and / or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, I / we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
5. Should this tender be accepted, I / we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.
6. I / We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in

Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

7. Unless and until a formal agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding contract between us. I / We understand that DFCCIL is not bound to accept the lowest or any offer it may receive. If our offer is accepted, we undertake to complete the whole / or part portions of the work as awarded to us within the time stated herein.
8. The particular of our Organization & other relevant details as per the requirement of bid documents are enclosed.
9. Letter of Authority of the person signing on behalf of the Firm / Consultant is enclosed.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of bidder)

Name_____

Signature_____ Designation_____

Date_____ Name of Bidder_____

DETAILS OF THE BIDDER

1. Name of the Firm:
2. Registration No. of the Firm:
3. Date of Registration of the Firm:
4. Details of Head Office & Branch Office(s):

Head Office:

Address	Date of Establishment	Contact No(s) / Fax	E- mail

Branch Office 1

Address	Date of Establishment	Contact No(s) / Fax	E- mail

Branch Office 2

Address	Date of Establishment	Contact No(s) / Fax	E- mail

(Insert further Branch office(s), if any)

5. Details of Consultants with certification or similar qualification in the Firm who are with the Firm for a minimum period of one year as on date of opening of tender:

SN	Name	Certification No. of respective Institute	Certification Status	Date of joining the Firm
1.				
2.				
3.				

6. Income Tax PAN No. of the Firm:
7. GST Registration No. :

Signature of Authorized Signatory with

Name & Seal of the Firm.

FORM OF DECLARATION

M/s _____ (name of Bidder) having its Registered office at _____ (hereinafter referred to as `the Bidder) having carefully studied all the Bid documents relating to the “ _____ (name of the Work)”, the local and site conditions and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Client.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorize the Client to seek reference from the bankers of bidder for its financial position.
7. The Bidder undertakes to abide by all labor welfare legislations.
8. The Bidder confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act 2006 are applicable / not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Client.
9. The statement submitted by the Bidder is true and correct.

For and on behalf of the Bidder

Date:

Sd/-
(To be Signed by Authorized Signatory)

Declaration of Eligibility
(By the Bidder)

I / We, M/s _____ (Name of Bidder) hereby certify that I/we have not been banned / de-listed / black listed / de-barred from business by any PSU / Govt. Bodies during last 03 (three) years.

(Seal & Signature of the Bidder)

ECS-FORM

Electronic Clearing Service (Credit Clearing)

(Payment to Bidder through Credit Clearing Mechanism) No. :

1. Bidder's Name : _____
 Address : _____

 Phone/Mobile No. : _____

2. Particulars of Bank Account of Bidder:

A. Bank Name : _____
 B. Branch Name : _____
 Address : _____

 Telephone No. : _____
 C. IFSC code of the Bank
 (For payments through RTGS): _____
 D. Account Type
 (Saving Bank Account / Current Account or
 Cash Credit with Code 10/11/13) : _____
 E. Account Number
 (As appearing on the Cheque Book): _____

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

Date:
 (_____))
 Signature of the Bidder

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

(Bank's Stamp)
 Date:
 (_____))
 Signature of the Authorized
 Official from the Bank

Format of Bank Guarantee for Performance Security

Bank Guarantee No.: _____

Date: _____

To,

Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi - 110001

Ref: Contract No.: _____, awarded on _____

This deed of guarantee made this day of _____ between _____ (Name of Bank) having registered office at _____ (hereinafter referred to as "Bank") of the one part, and **Dedicated Freight Corridor Corporation of India Limited** (hereinafter called the "Client") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for _____ (hereinafter called "the Contract") to _____ (Name of the Firm / Consultant) having its registered office at _____ (hereinafter called the Firm / Consultant).

AND WHEREAS the Firm / Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rupees Amount in words).

Now we the undersigned _____ (Name of the Bank official) being fully authorized to sign and to incur obligations for and on behalf of the Bank, hereby declare that the said bank will guarantee the Client the full amount of Rs. _____ (Rupees. _____ Amount in words) as stated above.

After the Firm / Consultant has signed the afore said Contract with the Client, the Bank further agree and promise to pay the due and payable under this guarantee without any demure merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Client by reason of any breach by the said Firm / Consultant of any of the terms and conditions contained in the said agreement or by reason of the Firm / Consultant failure to perform the said agreement .Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees. _____ Amount in words) only.

(Continued from page-1, BG No. _____, dated _____)

We _____ (indicate name of the Bank), further undertake to pay to the Client any money so demanded notwithstanding any dispute or dispute raised by the Firm / Consultant in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Firm / Consultant shall have no claim against us for making such payment.

We _____ (indicate name of the Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (designation & address of contract signing authority) on behalf of Client certifying that the terms and conditions of the said agreement have been fully and properly carried out by the said Firm / Consultant and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the client or until date of validity / extended validity, whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the client within validity / extended validity period of guarantee from the date aforesaid.

Provided always that we _____ (name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the client. If the guarantee is not renewed or the period extended on demand, we _____ (name of bank) shall pay the client the full amount of the guarantee on demand without demur.

We _____ (indicate name of the Bank), to further agree with the client that the client shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the client against the said Firm / Consultant and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said Firm / Consultant for any forbearance act or omission on the part of the client or any indulgence by the client to the said Firm / Consultant or by any such matter or thing whatsoever which under law relating to sureties for the said reservation would relieve us from the liability.

(Continued from page-2, BG No. _____, dated _____)

The guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Firm / Consultant.

The expressions "The Client", "the Bank" and "the Firm / Consultant" hereinbefore used shall include their respective successors and assigns.

We _____ (name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the client in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this bank Guarantee shall not exceed and restricted to Rs. _____ (Rupees _____ in words).
- ii) This bank guarantee shall be valid up to _____, unless extended on demand by the client.
- iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank Guarantee only if Client serve a written claim or demand on or before _____ (date) .

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of _____ being herewith duly authorized.

Bank Seal

Signature of Bank Authorized Official with seal

Name: _____

Designation: _____

Address: _____

Witness:

1. Name : _____

Designation: _____

Address: _____

2. Name : _____

Designation: _____

Address: _____

CONTRACT AGREEMENT

Name of the Work: Audit of SAP-ERP including IT Forensic Audit.

This contract agreement is made on the _____ day of _____ 2018, between, on the one hand, **Dedicated Freight Corridor Corporation Of India Limited** (a Government of India Enterprise) (hereinafter called the "Client") through its authorized signatory, _____, which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns of the ONE PART and, on the other hand,

M/s _____ **(Name)** _____ (hereinafter called the "Firm / Consultant") which expression shall unless excluded by or repugnant to the subject or context include their heirs, executors, administrators, legal representatives and assigns of the SECOND PART.

WHEREAS

- (a) The Client has requested the Firm / Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Firm / Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Letter of Award;
 - (b) Bid Document (Tender Document) as referred to in clause 1.5 of Section-III - Instruction to Bidders (ITB) and any amendment / corrigendum issued in relation thereto.

In the event of any inconsistency Special Conditions of Contract (SCC) shall prevail over the General Terms & Conditions of Contract (GCC).
2. The final contract price for the assignment shall be Rs. _____ (Rupees _____). However, GST on fees as applicable shall be paid extra.
3. The mutual rights and obligations of the Client and the Firm / Consultant shall be as set forth in the Contract, in particular:
 - (a) The Firm / Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Firm / Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of

Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

_____ [Authorized Representative of the DFCCIL – name, title and signature]

For and on behalf of "Firm / Consultant"

_____ [Authorized Representative of the Firm / Consultant – name and signature]

Check-List

Bidders Name: _____

SN	Items Description	Reference	Enclosed
1.	Tender Form in original (digitally signed)	Form I of Section VI	Yes / No
2.	Details of Bidder in Form II	Clause 5 c) of NIT read with Clause 2.2 c) of ITB & Form-II of Section VI	Yes / No
3.	Form III	Form III of Section VI	Yes / No
4.	Form IV	Clause 6 of NIT and Clause 2.3 of ITB	Yes / No
5.	Form V	Form V of Section VI	Yes / No
6.	Firm certificate of registration issued by the Governing Body / Institute.	Clause 5 (a) of NIT and Clause 2.2 (a) of ITB	Yes / No
7.	Proof of registered address of the Firm.	Clause 5 (b) of NIT and Clause 2.2 (b) of ITB	Yes / No
8.	Cost of Bid document	Clause 2 of NIT read with Clause 9.3.2 & Clause 10 of ITB	Yes / No
9.	EMD / Bid Security	Clause 4.0 of ITB	Yes / No
10.	GST Registration Number	GCC Clause 8.1	Yes / No
11.	Price Schedule	Part B read with clause 5.1 of ITB	Yes / No
12.	Complete bid document by Bidder	Clause 9.3 of ITB	Yes / No

(In case answer to any of the above is in 'No', the bid shall be liable to be **rejected**)

*The Bid documents should be serially numbered and properly indexed.



Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise under Ministry of Railways)

Tender No.: HQ/IT/SI/ERP-Audit/2018
(E-Tendering on Limited Tender Mode only)

CIN: U60232DL2006GOI155068
E-Tender / Bid Document

Part - B
(Price Schedule)

Last Date & Time for receipt of Tender (Online): 15:00 Hrs. on 01.10.2018
Date & Time for opening of the Tender: 15:30 Hrs. on 01.10.2018

August'2018

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

Price Schedule
(In Electronic Form only)

The Bidder is required to quote **LUMPSUM PRICE** for Professional Charges for the **entire scope of Work as per Section II: Scope of Work**.

As per Payment Terms & Conditions of Section V - Special Conditions to the contract (SCC) no additional payment will be admissible on any account.

SN	Particulars	Lumpsum Amount in figures* (Rs.)	Amount in words* (Rs.)
1.	As per Scope of work Carrying out a) Audit of ERP-SAP implementation (Integrated IT Implementation). b) IT Forensic Audit - Examine the end user and the real-time integrated data.		

*Rates to be quoted in figures as well as in words, must be excluding GST. In case of difference between quotes in figures and words, the quotes in words shall prevail. **GST as applicable shall be paid extra.**