

DFCCIL

(A Government of India Enterprise under Ministry of Railways)

CIN: U60232DL2006GOI155068

E-TENDER/BID DOCUMENT

Name of Work: Updating of Accounts & Audit Manuals of DFCCIL

Tender No.: HQ/F&AC/Review of Manuals/2014

February, 2017

Dedicated Freight Corridor Corporation of India Ltd. 5th Floor, Pragati Maidan Metro Station Complex New Delhi – 110001

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DFCCIL

(A Government of India Enterprise under Ministry of Railways)

CIN: U60232DL2006GOI155068

INVITATION TO BID

Name of Work: Updating of Accounts & Audit Manuals of DFCCIL.

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

Tender No.: HQ/F&AC/Review of Manuals/2014

February, 2017

Dedicated Freight Corridor Corporation of India Ltd. 5th Floor, Pragati Maidan Metro Station Complex New Delhi – 110001

Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprises under Ministry of Railways)

SECTION I: NOTICE INVITING TENDERS (NIT)

- Online bids (e-tender) under "Single-Packet System" least cost selection basis
 are invited from eligible Professional Consultancy firms having suitable experience in
 the field of accounting & audit for and on behalf of DFCCIL for the work "Updating of
 Accounts and Audit Manuals of DFCCIL".
- 2. The details of works are available in the tender document which can be downloaded from DFCC 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 up to last date & time of submission of tender. The brief details of the tender are as under:

I	Tender reference No.: HQ/F&AC/Review of Manual/2014		
II	Mode/Type of Tender:		
	Open 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.12.70 lakhs (exclusive of		
	Service tax at applicable rates)		
V	Duration of Work: 180 days		
VI	Period of Bid Validity: 90 days		
VII	Cost of bid documents:		
	Rs.2100/- (Two Thousand One hundred only) including DVAT @ 5% Rs. 100/-Bid		
	submitted without cost of bid document shall be rejected.		
VIII	Amount of Bid Security (EMD): INR 25410/-(Twenty Five Thousand Four		
	Hundred Ten only)		
IV			
IX	Client's address for the receipt of bid documents:		
	General Manager/Finance/RM, DFCCIL, 4th Floor, Pragati Maidan Metro Station		
	Building Complex, New Delhi-110001,		
	Phone No. 011-23454788,011-23454779, 011-23454905		
Х	Helpline for e-tendering: Mr. Suraj:- 9599653865, 011-49424365		
ΧI	Venue of bid opening:		
	DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-		
	110001		

Cost of bid document and bid security is to be submitted in the form of Crossed Demand Draft / Banker's Cheque favouring "M/s DFCCIL" payable at Delhi/New Delhi.

3. The critical dates of tender are as under:

SI. No.	Particulars	Date & Time
i)	Publishing Date	20.02.2017
ii)	Document Download/ Sale Start Date & Time	20.022017 (1500 Hrs) (Date same as i) above)
iii)	Bid Submission Start Date & Time	20.02.2017 (1530 Hrs) (Date same as i) above)
iv)	Bid Submission Closing Date & Time (Bid due date & time)	22.03.2017 (1500 Hrs) (Date Thirty days after i) above)
v)	Bid Opening Date & Time	22.03.2017 (1530 Hrs) (Date same as iv) above)
vi)	Dead line for receipt of EMD & Bid Cost in sealed envelopes (Offline submissions)	22. 03.2017 (1500 Hrs) (Date same as iv) above)

- 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 Professional Consultancy firm having experience in the field of Accounting & Audit carrying out practice in India having perspective and technical capabilities to render meaningful and purposeful services in updating the Manuals. Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.
 - b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of registered address of the firm be provided.**
 - c) The bidder must fulfill following Technical Criteria (Detail to be furnished in Form
 –II of Section VI) to qualify:

SI. No.	Particulars
1.0	The bidder should possess at least 20 years of experience in the field of accounting / audit works.
2.0	The bidder should have at least 10 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant), who are with the firm for a minimum period of one year as on date of opening of the Tender.
3.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification.
4.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with IFRS /IND-AS certification/diploma or similar qualification.
	If-attested copies of the necessary certificate supporting above ion are to be provided along with the bid document.

- d) The bidder must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar work (Preparation of accounting / audit / taxation manuals) for a minimum value of 35% of the advertised tender value (refer clause 2 of NIT). Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in FORM IX.
- e) The professional fees as per financial statements of the bidder in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the advertised tender value (refer clause 2 of NIT). Certified true Copy of audited annual accounts are to be submitted as a proof along with bid documents.
- f) Each bidder must produce:
 - (i) The Service Tax registration No., PAN No.;
 - (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.
- 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/Finance/Risk Management
DFCCIL/HQ
4th Floor,
Pragati Maidan Metro Station Building Complex,
New Delhi-110001
DFCCIL/HQ

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SECTION II: SCOPE OF WORK

1.0 SCOPE OF WORK

- 1.1 The Company had got prepared four manuals for Audit & Accounting as mentioned underneath in 2012 & 2013. The name of these manual is as under:
 - a) Accounting Manual;
 - b) Financial Reporting Manual;
 - c) Budget Manual; &
 - d) Internal Audit Manual.

The company has got reviewed these manuals in view of the recent developments in the field of Accounting /Audit particularly after enactment of Companies Act 2013. Based on the gap analysis and finding submitted by the consultant, the Company is contemplating the up-dating of existing manuals.

- 1.2 **Preparation of Revised Accounts & Audit Manuals**: Based on the study of the existing manuals as referred to in clause 1.1 above and report of consultant on Peer review of consultants and keeping in view the organizational set up/ requirements of our Company, existing Accounts & Audit Manuals are to be updated keeping in view the following:
 - a) Corporate Accounting objectives and policies;
 - b) Compliance to the requirements of Companies Act 2013;
 - c) Compliance to the requirements of Companies (Indian Accounting Standards) Rule, 2015;
 - d) Compliance as per RBI guideline, FEMA ACT and other law applicable on foreign transaction;
 - e) Compliance of Provision of GST , Direct tax and other indirect tax as applicable to DFCCIL;
 - f) Compliance of Provision of IND –AS;
 - g) Internal Audit Procedures and processes;
 - h) World Bank and JICA requirements, if any;
 - i) Internal Financial Control existing as required in Company Act 2013;
 - j) Key Accounting, Budgetary and Administrative controls in compliance with Schedule of Powers:
 - k) Income Computation and Disclosure Standards (ICDS) requirements;
 - Statutory and / or Management Reporting requirements and its formats;
 - m) Details of procedures with internal checks & controls covering all the processes like Cash and bank accounting, Contracts accounting including works contract, consultancy contract, service contract, other contracts, Budgeting, Cost Accounting, Final Accounts, Investment & Fixed Assets Accounting, Direct & Indirect Taxation, Inter Unit Accounting, Loan Accounting, Miscellaneous Bills Accounting, Payroll, Management Information System, Forex Payment/transaction, Income/Advance Income (Pvt. Freight Terminal) etc;
 - n) Such other law and procedure as applicable on DFCCIL or any other law rules if come into existence during the period of this assignment;
 - o) The report of peer review of Manuals submitted by the consultant as propos above will form a framework base but will not restrict the outcomes of the revision/up-dation;

- p) Best practices being followed in other PSUs; and
- q) Any other aspect which DFCCIL or Consultant feels necessary for up dation.
- 1.2.1 Three training programmes each of one full day duration in batch of 20 to 25 finance officers to be held in DFCCIL Corporate Office to make the officers understand the actual implementation of updating manuals.

1.3 **Manpower Deployment & Key Personnel:**

- a) Firm / Consultant shall deploy well qualified personnel with relevant experience. 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 in their offer.
- b) The Consultant shall identify a Project Leader having at least 10 year post qualification experience to act as focal point for all interactions with the client throughout the entire period of assignment. The Consultant shall also identify team leaders for each area of study in the assignment.
- c) The Team deployed on this assignment should have at least one person who has retired as not below the rank of General Manager (Finance) from any PSU (Schedule 'A'). Firm / Consultant can engaged such person for this assignment but such person should continue till the completion of job.
- 1.3.1 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.
- 1.3.2 If the 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.
- 1.3.3 The Firm/Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Personnel.

1.4 Outstation/site visit :

1.4.1 If need arise Firm / Consultant may be required to visit site/outstation office strictly with prior permission of the Officer in Charge. However, the payment of outstation visit will be regulated as per Clause 1.2 of Section V: Special Condition of Contract i.e. Travelling, Boarding & Lodging Expenses.

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 Professional Consultancy firm having experience in the field of Accounting & Audit who will take up the assignment of "Updating the Accounts and Audit Manuals of DFCCIL" 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 open to all bidders who are eligible as per the qualifying criteria given below.
- 2.2 The bidder shall meet the Qualifying Criteria set forth to be eligible for the bid as hereunder:
 - a) The bidder should be a reputed Professional Consultancy firm having experience in the field of Accounting & Audit carrying out practice in India India having perspective and technical capabilities to render meaningful and purposeful services in updating the Manuals. Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.

- b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of registered** address of the firm be provided.
- c) The bidder must fulfill following Technical Criteria (Detail to be furnished in Form –II of Section VI) to qualify:-

SI. No.	Particulars	
1.0	The bidder should possess at least 20 years of experience in the field of accounting / audit works.	
2.0	The bidder should have at least 10 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant), who are with the firm for a minimum period of one year as on date of opening of the Tender.	
3.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification.	
4.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with IFRS certification/ diploma or similar qualification.	
True self-attested copies of the necessary certificate supporting above qualification are to be provided along with the bid document.		

- d) The bidder must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar work (Preparation of accounting / audit / taxation manuals) for a minimum value of 35% of the advertised tender value (refer clause 2 of NIT). Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in FORM IX.
- e) The professional fees as per financial statements of the bidder in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the advertised tender value (refer clause 2 of NIT). Certified true Copy of audited annual accounts are to be submitted as a proof along with bid documents.
- f) Each bidder must produce:
 - (i) The Service Tax registration No., PAN No.;
 - (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 / BID SECURITY**

- 4.1 Earnest Money Deposit of Rs. 25,410/- (Rupees Twenty Five Thousand Four Hundred Ten only) shall accompany the Bid. The EMD offered shall be in the form of a crossed Bank Draft / Bankers Cheque in favour of DFCCIL payable at Delhi.
- 4.2 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Client as non-responsive. The EMD of all unsuccessful Bidders except that of the successful bidders(s) will be discharged/returned after the award of the contract. The EMD of successful bidders will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.
- 4.3 The Earnest Money may be forfeited:
 - a) if 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 the Bidder adopts corrupt or fraudulent or collusive or coercive practices; or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit i) to sign the Agreement; and/or ii) Furnish the required Performance Security Deposit; or iii) refuses to enter into a contract after being awarded the contract or does not commence work within stipulated time after the award.

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 For Visits to Units, if authorized by the client, the consultant team will be reimbursed, to & fro journey fare by Air or Rail (Journey should be performed by the shortest route in the entitled class) and lodging & boarding expenses. The entitlements for travelling, boarding & lodging expenses shall be as detailed under Clause 2.0-Payment terms & conditions of Section V Special Conditions to the contract (SCC). No additional payment will be admissible on any account. However, service tax on fees 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 person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder should be furnished along with the tender form. (FORM I of Section VI: Proposal Form & Annexures)

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 of Rs. 2000/- (Inclusive of all taxes) 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, <a hr
 - (c) Registration with the tender wizard should be valid at least upto the date of submission of bid.
- (iv) Rs.7500/- 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, <a
- (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 the 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 "Updating of Accounts and Audit Manuals of DFCCIL", NIT no., Date of Opening and addressed to the General Manager / Finance / RM, DFCCIL, and dropped in the tender box kept at Corporate Office, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 110001 latest by due date of offline submission mentioned 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

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 **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 BID VALIDITY

The bid shall remain valid for a period of 90 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".

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. GM/Fin./RM 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 combined technical and 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.

4.0 EFFECT AND JURISICTION 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 180 days (starting from the date mentioned in the letter of award).

6.0 SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE

- 6.1 Security deposit of 5% of CONTRACT PRICE will be recovered @ 10% from each running bill of successful bidder till the total security deposit amount available is 5% of the contract value. No other mode of Bank Guarantee or FDR shall be accepted as security deposit. The amount of security deposit will be retained till the 60 days period after the completion of contract. EMD of the successful bidder shall be retained by DFCCIL and will be adjusted as a part of total security deposit.
- 6.2 On acceptance of tender the successful bidder shall have to submit Performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, New Delhi. The Performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be valid up to three months beyond expiry of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.
- 6.3 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.
- 6.4 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 Commissioner of Central Excise for the purpose of service -tax and shall furnish a copy of the Registration Certificate along with the bid documents. Firm/Consultant shall pay all income-tax, surcharge on Income Tax and any other tax. Further, the Firm/Consultant shall be liable and fully responsible for payment of all Indian duties, levies, service tax, VAT 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 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 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 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, computers, printers, tables, chairs, stationery and one room for senior partner 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, programme 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 programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.
- 19.5Where practicable the value of the Variation and impact on the programme 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 programme 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 If the Firm / Consultant fails to comply with the Time for completion for the whole of the Services within the stipulated time then the Firm / Consultant shall pay to the Client 0.035% of Contract Price per day (Maximum 5% of Contract Price) of delay as liquidated damages for such default and not as a penalty. The Client may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Firm / Consultant.

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, of 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.

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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 180 (One hundred eighty days) form the date of LOA as per work schedule given below:

Deliverables		Scheduled Completion date			
Submission of draft ma	anuals &	Within 120 days from date of			
presentations.		start of work.			
Submission of final manuals & 150 days from the date of sta					
presentations.		of work.			
Discussion , Approval & Traini	Within 180 days from the date of				
		start of the work.			

1.2 The Consultant shall prepare, submit and present to the Officer-in-Charge monthly progress report showing the progress and status of the works being performed by him including such materials 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 manuals would be submitted as per schedule given above, after discussions on the draft report / manuals 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 include all taxes, duties & levies, professional tax, 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, including overhead and profits. 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. Service tax 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 service tax 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 site visit is envisaged for the performance of the contract. In case site visit is considered necessary by the Firm/ Consultant, the same shall be finalized in consultation and strictly with prior permission of officer-in-charge.

For Visits to Units, if authorized by the Officer-in-charge, the firm/consultant team will be reimbursed, to & fro journey fare by Air or Rail (Journey should be performed by the shortest route in the entitled class) and lodging & boarding expenses. The entitlements for travelling, boarding & lodging expenses shall be as under:-

Designation	tion Mode of Travel (Rs.) Hotel (Rs.) (As per class of City) (Excluding Service Tax & Surcharge)		Daily Allowance		
Project Leader	Economy class by AIR / AC 1 ST Class by Rail	X 7500	Y 5000	Z 4000	750
Others	AC 2 Tier / AC Chair Car	2500	2200	1200	625

Calculation of Daily Allowance shall be regulated as per clause 10 of Chapter XIV of HR manual of DFCCIL "Travelling and daily allowance for travel on duty". Local Transportation at the units will be provided by the DFCCIL.

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 2.8** below on receipt of invoice.

The Firm/Consultant shall submit bills, in duplicate, to the Corporate Accounts & Taxation 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 the 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. All cost, including incidental charges, which have not been included in the Final bill will not be paid or reimbursed. 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 Schedule of Payments

DFCCIL shall pay to the Consultant the amounts claimed pursuant to this Contract after completion of deliverables as below:

SI. No.	Milestone for payment of contract price	Amount	
ı	On submission of complete set of draft manuals (4 Hard copies and 4 soft copies (in CD/Pen Drive) of draft manual covering all the aspects defined in Section II: Scope of Work.	50% o Price	of Contract
II	On final approval of complete set of manuals by Director (Finance) / DFCCIL.(25 Soft copies on CD / Pen Drives will also be provided in addition to 20 hard copies)	30% o	of Contract
III	On approval of manuals by the MD/Audit Committee / Board of Directors of DFCCIL.	10% o Price	f Contract
IV	After Completion of training programmers as defined in Section II: Scope of Work.	10% o Price	f Contract

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.

SECTION VI: TENDER FORMS AND ANNEXURES

FORM I

TENDER FORM

To,

The General Manager/Finance/RM,

Dedicated Freight Corridor Corporation of India Limited,

Room No 402C,

4th Floor, Pragati Maidan Metro Station complex,

New Delhi - 110001.

Sub: Proposal for the work of "Updating of Accounts and Audit Manuals of DFCCIL".

Dear Sir / Madam,

 I / We, hereinafter called "The Bidder", have read and examined the following tender documents relating to the work " Updating of Accounts and Audit Manuals of DFCCIL":

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 90 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 25410/- (Rupees Twenty Five Thousand Four Hundred Ten only) 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	
Date	Name of Bidder

DETAILS OF THE BIDDER

1. Name of the Firm:

2.	2. Registration No. of the Firm:									
3.	3. Date of Registration of the Firm:									
4.	. Details	s of Head O	ffice & Brar	nch Office(s):					
	Head Of	ffice:								
	Addres	S	Date of Establishr	ment	Сс	ontact No(s)/Fax	E- n	nail		
ļ	Branch (
	Addres	S	Date of Establishn	nent	Cor	ntact No(s)/Fax	E- ma	ail 		
!	Branch (Office 2								
	Addres	S	Date of Establishn	nent	Cor	ntact No(s)/Fax	E- ma	ail		
5.	. Details	n who are w	MA/FCA/FC	CMA (may b	e a p	eartner or a paid q period of one yea			-	
	SI No.	Name		Membershi No. respective Institute	p of	Membership Statu ACA/ACMA/ FCA/ FCMA	jc	Date Dining rm	of the	
	1.									

	2.						
	3.						
3.		of ACA/ACMA DISA Certifica	VFCA/FCMA (ma	y be a partner o	r a paid qual	ified assistant)	witl
	SI. No.	Name	Membership No. of	Whether CISA/D	DISA Date	of joining the	

SI. No.	Name	Membership No. of respective Institute	Whether CISA/DISA	Date of joining the firm
1.				
2.				
3.				

7. Details of ACA/ACMA/FCA/FCMA(may be a partner or a paid qualified assistant) with IFRS certification/ diploma or similar qualification:

SI. No.	Name	Membership No. of respective Institute	IFRS certification/ diploma or similar qualification	Date of joining the firm
1.				
2.				
3.				

- 8. Income Tax PAN No. of the Firm:
- 9. Service Tax Registration No.:

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 authorise the Client to seek reference from the bankers of bidder for its financial position.
7. The Bidder undertakes to abide by all labour 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

Dated:

Sd/-

(To be Signed by Authorized Signatory)

Declaration of eligibility (By the Bidder)

•	(Name of bidder) hereby certify that I/we have k listed / de-barred from business by any PSU/Govt.
	(Seal & Signature of the Bidder)

ECS -FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) (PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM) No. :

1. BI	DDER'S NAME Address	:				<u>-</u> -
	Phone/Mobile No.	:				- - -
2. PE	ERTICULARS OF BA	NK ACC	COUNT OF BIDI	DER:		
A. B.	BANK NAME BRANCH NAME Address	: :				
	Telephone No.					_
C.	IFSC code of the E (For payments thro		S):		-	
(S.B.	CCOUNT TYPE Account/Current Account Code 10		:		-	
	CCOUNT NUMBER uppearing on the Che	que Bool	k) :		_	
trans	reby declared that taction is delayed on the mation, I would not he	or not ef	fected at all fo	or reasons of		
Date	:					
				() of the Bidder
Certi	fied that the particula	ırs furnish	ned above are c	orrect as per o	ur records.	
					(B	ank's Stamp)
Date	:			()
				·	ignature of th	ne Authorized rom the Bank

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No.:	Dated:	
To, Dedicated Freight Corridor Corporation of Pragati Maidan Metro Station Building Cor New Delhi		
Reference: - Contract No.:	, Awarded on	
This deed of guarantee made this day of having registered office at (part, and Dedicated Freight Corridor Corport 'Client") of the other part.	Between hereinafter referred to as	(Name of Bank) "Bank") of the one
Whereas Dedicated Freight Corridor Corporation no for Contract") to (Name of the at (hereinafter called the Fire	(hereir Firm/ Consultant) having	nafter called "the
AND WHEREAS the Firm/ Consultant is be Client an irrevocable performance security (Rupees Amount in words).	guarantee bond for a to	
Now we the undersignedauthorized to sign and to incur obligations for that the said bank will guarantee the Clie (RupeesAmount in words) as stated	r and on behalf of the Ba ent the full amount of F	ink, hereby declare
After the Firm/ Consultant has signed the affurther agree and promise to pay the due and demure merely on a demand from the Client way of loss or damage caused to or would be for any breach by the said Firm/ Consultant of the said agreement or by reason of the Fagreement .Any such demand made on the amount due and payable by the bank under this guarantee shall be restricted to an amount of the said guarantee shall be restricted to an amount of the	nd payable under this guant stating that the amount e caused or suffered by the any of the terms and concirm/ Consultant failure to bank shall be conclusing this guarantee. However	rantee without any claimed is due by ne Client by reason ditions contained in perform the said ive as regards the rour liability under

(Continued from page1, BG No	, Dated)
We(indicate name of the Bank), further of any money so demanded notwithstanding any dispute of Consultant in any suit or proceeding pending before any liability under this present being absolute and unequivocal. The payment so made by us (name of Bank) under this bon our liability for payment there under and the Firm/ Consultative for making such payment.	undertake to dispute ra court or T d shall be a	pay to the Client ised by the Firm/ ribunal relating to valid discharge of
We(indicate name of the Bank), to furth herein contained shall remain in full force and effect during to for the performance of the said agreement and that it shall all the dues of the Client under or by virtue of the said agand its claims satisfied or discharged by contract signing authority) on behalf of Client certifying that the said agreement have been fully and properly carried out and accordingly discharges this guarantee.	the period the continue to reement ha (designate the terms	nat would be taken be enforceable till ve been fully paid tion & address of and conditions of
Notwithstanding anything to the contrary contained herein this guarantee will remain in force and effect until suc discharged in writing by the client or until date of validity / earlier and no claim shall be valid under the guarantee unlegiven by the client within validity/ extended validity period aforesaid.	h time as extended val ess notice in	this guarantee is lidity, whichever is n writing thereof is
Provided always that we (name of bank) renew this gurantee or to extend the period of guarantee expiry of the period or the extended period of guarantee, a called upon to do so by the client. If the guarantee is not re on demand, we (name of bank) shall pay the guarantee on demand without demur.	from year t as the case newed or th	to year before the may be on being e period extended
We(indicate name of the Bank), to further client shall have the fullest liberty without our consent and we out of obligation hereunder to vary any of the terms and of from time to time or to postpone for any time or from exercisable by the client against the said Firm/ Consultant of the terms and conditions of the said agreement and we liabilities by reason of such variation, or extension being Consultant for any forbearance act or omission on the part by the client to the said Firm/ Consultant or by any such manual under law relating to sureties for the said reservation would	without effect conditions of time to tir and to forbe shall not be ag granted of the client tter or thing	ting in any manner of the said contract one any to power ear or enforce any relieved from our to the said Firm/or any indulgence whatsoever which

	(Continued from page2, BG	€ No	, Dated)
	guarantee hereinbefore containe		be affected by any	y change in the
	titution of Bank or of the Firm/ Cons			
	expressions "the client", "the Ban			ereinbefore used
shall	include their respective successors	s and assign	S.	
١٨/ -	(name of Dank	la) la atha ana a	lantalia wat ta massali	a thia accentate
	(name of Banl	•		
dunn	g its currency except with the previ	lous consent	of the chefit in whith	y.
Notv	vithstanding anything to the con	trary contai	ned hereinbefore:	
	Our liability under this bank (-		nd restricted to
,	Rs(Rupees			
ii)	This bank guarantee shall be val	id up to	, [´] unl	ess extended on
	demand by the client.			
iii)	The Bank is liable to pay the guar	antee amou	nt or any part thereo	f under this bank
	Guarantee only if Client serve a	a written cla	im or demand on	or before
	(date)			
18134	UTNESS MULEDESS of the December	de la secono si secono		
	ITNESS WHEREOF we of the Ban of being herewith do	•	•	guarantee on this
uay (Di being herewith di	aly authorize	u.	
Bank	« Seal	Signature o	of Bank Authorized O	fficial with seal
-		•		
			າ:	
		Address: _		
Witne	ess:			
1	. Name :			
	Designation:			
	Address:			
2	. Name :			
_	Designation:			
	Address:			

CONTRACT AGREEMENT

Name	of the Work: Updating of Accounts	and Audit Manua	als of DFCCIL	
between (a Government signator the subtand, or M/S express	contract agreement is made on the en, on the one hand, Dedicated F overnment of India Enterprise)(herein ory, AGM/Finance/III, which expression the other hand, (Name) (herein executors, administrators, legal researched)	reight Corridor (nafter called the " ession shall unlessors in office and after called the epugnant to the s	Corporation Of In 'Client") through its sexcluded by or reassigns of the ON e "Firm\Consultations of the Consultations of the Consultat	dia Limited s authorized repugnant to E PART ant") which include their
WHER (a) (b)	the Client has requested the services as defined in this Contra	ct (hereinafter cal resented to the (technical resourd ons set forth in th	led the "Services") Client that it has t ces, has agreed to is Contract;	; the required
2.	The following documents attached of this Contract: (a) Letter of Award; (b) Bid Document (Tender Document Instruction to Bidders (ITB) relation thereto. In the event of any inconsistency prevail over the General Terms & Contract price for the as	nent) as referred to and any amendr y Special Condit Conditions of Cont esignment shall b	to in clause 1.5 of ment / corrigendur ions of Contract tract (GCC).	Section III – m issued in (SCC) shall (Rupees.
	The mutual rights and obligations of set forth in the Contract, in particular		he Firm/Consultan	t shall be as

- the Firm\Consultant shall carry out the Services in accordance with the (a) provisions of the Contract; and
- the Client shall make payments to the Firm / Consultant in accordance with (b) 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"
Partner [Authorized Representative of the Firm/Consultant – name and signature]

Declaration for Labour Law Compliance

We are in compliance with all applicable law (like Provided Fund Act, Minimum Wages Act etc.) relating to personnel deployed by us in DFCCIL. We are responsible for statutory compliance of labour law for the personnel deployed by us for DFCCIL. We further confirm that all statutory requirements are being complied by us.

(Signature with date) Authorized Signatory

On the letterhead of the Department issuing the certificate.

Performa for Experience Certificate

To whomsoever it may concern

	warded the work of dated and completed the work\
Details of the work executed by M/s	are as under :-
1. Name of work	:
2. Agreement/ contract No. & date	:
3. Date of start of work	:
Actual Date of completion of work (if contract has been completed)	:
5. Awarded value of the contract	:
6. Actual value of work done	:
7. Performance of the Firm/ Consultant	:

Name & Signature of the officer with telephone number & seal of Dept.

(${f Note}$: In case of more than one work, separate certificates should be provided for each work)

CHECKLIST

Bidders Name:

SN	Items Description	Reference	Enclosed
1.	Tender Form in original (duly signed & stamped)	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.	Duly signed Form III	Section VI read with Clause 5 (f) of NIT and clause 2.2(f) of ITB	YES/NO
4.	Duly signed Form IV	Clause 6 of NIT and clause 2.3 of ITB	YES/NO
5.	Duly filled Form V	Clause 1.3 of Section V: SCC	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.	Certificate issued by the client to be submitted as proof of satisfactory completion of one similar work	Clause 5 (d) of NIT, Clause 2.2(d) of ITB and Form IX	YES/NO
9.	Certified true Copy of audited annual accounts to be submitted as a proof of Payment/ Fees received	Clause 5 (e) of NIT and Clause 2.2 (e) of ITB	YES/NO
10.	Other certificates	Clause 5 (f) of NIT and Clause 2.2 (f) of ITB	YES/NO
11.	Cost of Bid document	Clause 2 of NIT read with clause 9.3.2 & clause 10 of ITB	YES/NO
12.	EMD / Bid Security	Clause 4.0 of ITB	YES/NO
13.	Authorization letter in favour of person signing the bid documents	Clause 6.0 of ITB	YES/NO
14.	Registration Certificate of Service Tax	GCC Clause 8.1	YES/NO
15.	Price Schedule	Part B read with YES/NO clause 5.1 of ITB	

16.	Complete bid document	Clause 9.3 of ITB	YES/NO
	duly signed by bidder		
17.	Duly signed Form VIII	Clause 5(f) of NIT read with clause 2.2(f) 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.



DFCCIL

(A Government of India Enterprise under Ministry of Railways)

CIN: U60232DL2006GOI155068

INVITATION TO BID

Name of Work: Updating of Accounts and Audit Manuals of DFCCIL

PART - B (PRICE SCHEDULE)

Tender No.: HQ/F&AC/Review of Manuals/2014

February, 2017

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

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.

For Visits to Units, if authorized by the client, the consultant team will be reimbursed, to & fro journey fare by Air or Rail (Journey should be performed by the shortest route in the entitled class) and lodging & boarding expenses. The entitlements for travelling, boarding & lodging expenses shall be as detailed **Payment Terms & Conditions of Section V - Special Conditions to the contract (SCC).** No additional payment will be admissible on any account.

S	Particulars	Amount	Amount in
		in figures	words
N		(Rs.)	(Rs.)
1.	Lump sum Professional fees		

Service tax on fees as applicable shall be paid extra.

^{*}Rates to be quoted in figures as well as in words. In case of difference between quotes in figures and words, the quotes in words shall prevail.