



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
(A Government of India Enterprise under Ministry of Railways)**

**FINANCE DEPARTMENT**

**CIN: U60232DL2006GOI155068**

**E-TENDER / BID DOCUMENT**

**Name of Work: Updating of Finance, Accounts&Audit  
Manuals of DFCCIL**

**Tender No. : HQ/F&AC/Review of Manuals/2018**

**Dec-2018**

**Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, PragatiMaidan Metro Station Complex  
New Delhi – 110001**

## **PART- A**

### **SECTION – I NOTICE INVITING E-TENDERS (NIT)**

### **SECTION – II INSTRUCTIONS TO BIDDERS (ITB)**

Clause No.	1.0	GENERAL
Clause No.	2.0	ELIGIBLE BIDDERS
Clause No.	3.0	COST OF BIDDING
Clause No.	4.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY
Clause No.	5.0	PRICE BASIS, CURRENCIES & LANGUAGE OF BID
Clause No.	6.0	SIGNATURE OF BIDS & DOCUMENTARY PROOF
Clause No.	7.0	CHECKLIST
Clause No.	8.0	DEVIATIONS
Clause No.	9.0	INSTRUCTIONS FOR ON-LINE BID SUBMISSION
Clause No.	10.0	OPENING OF TECHNICAL BIDS
Clause No.	10.1	OPENING OF FINANCIAL BIDS
Clause No.	11.0	BID VALIDITY
Clause No.	12.0	ALTERNATIVE PROPOSALS BY BIDDERS
Clause No.	13.0	CURRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES
Clause No.	14.0	BID EVALUATION CRITERIA
Clause No.	15.0	METHOD OF SELECTION
Clause No.	16.0	TECHNICAL\SELECTION CRITERIA (POINT ALLOCATION) FOR BIDDERS

### **SECTION – III SCOPE OF WORK**

Clause No.	1.0	SCOPE OF WORK – Updating of Finance, Accounts & Audit Manuals of DFCCIL
------------	-----	---

### **SECTION – IV GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)**

Clause No.	1.0	DEFINITION OF TERMS
Clause No.	2.0	FIRM/CONSULTANT'S AGENTS/EMPLOYEES
Clause No.	3.0	AWARD OF CONTRACT
Clause No.	4.0	EFFECT AND JURISDICTION OF CONTRACT
Clause No.	5.0	DURATION OF CONTRACT
Clause No.	6.0	CONTRACT PROFORMANCE GUARANTEE
Clause No.	7.0	TERMINATION OF CONTRACT.
Clause No.	8.0	TAXES, DUTIES LEVIES, ETC
Clause No.	9.0	EXTENSION OF TIME
Clause No.	10.0	FORCE MAJEURE
Clause No.	11.0	SUSPENSION OF WORK
Clause No.	12.0	PAYMENT DURING FORCE MAJEURE AND SUSPENSION OF WORK
Clause No.	13.0	OBLIGATIONS OF FIRM / CONSULTANT

Clause No.	14.0	INSURANCE TO BE TAKEN OUT BY THE FIRM / CONSULTANT
Clause No.	15.0	FIRM / CONSULTANTS' ACTIONS REQUIRING CLIENTS' PRIOR APPROVAL
Clause No.	16.0	DOCUMENTS PREPARED BY THE FIRM / CONSULTANT TO BE PROPERTY OF CLIENT
Clause No.	17.0	OBLIGATION OF CLIENT
Clause No.	18.0	DURATION OF LIABILITY
Clause No.	19.0	VARIATIONS
Clause No.	20.0	PAYMENT TO FIRM / CONSULTANT
Clause No.	21.0	LIQUIDATED DAMAGES
Clause No.	22.0	CONFLICT OF INTEREST
Clause No.	23.0	DEFENCE OF SUITS
Clause No.	24.0	SETTLEMENT OF DISPUTES

**SECTION –V                    SPECIAL CONDITIONS OF CONTRACT (SCC)**

Clause No.	1.0	PROJECT COMPLETION SCHEDULE.
Clause No.	2.0	PAYMENT TERMS AND CONDITIONS
Clause No.	3.0	SUB-CONTRACTING
Clause No.	4.0	LIABILITY OF CONSULTANT
Clause No.	5.0	CO-ORDINATION

**SECTION – VI                TENDER FORMS& ANNEXURES**

FORM I	TENDER FORM
FORM II	DETAILS OF THE BIDDER
FORM III	FORM OF DECLARATION
FORM IV	DECLARATION OF ELIGIBILITY
FORM V	ECS FORM
FORM VI	FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
FORM VII	CONTRACT AGREEMENT
ANNEXURE-A	MAJOR AREAS TO BE COVERED BY THE INTERNAL AUDIT
ANNEXURE-B	AREA & EXTENT OF COVERAGE OF DFCCIL RECORDS BY INTERNAL AUDITOR
ANNEXURE-C	REPORTING REQUIREMENTS
ANNEXURE-D	SELECTION CRITERIA (POINT ALLOCATION)
ANNEXURE-E	COMBINED QUALITY AND COST EVALUATION
ANNEXURE-F	CHECK-LIST

**PART- B                        PRICE BID**



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
(A Government of India Enterprise under Ministry of Railways)**

**FINANCE DEPARTMENT**

**CIN: U60232DL2006GOI155068**

**INVITATION TO BID**

**Name of Work: Updating of Finance, Accounts & Audit  
Manuals of DFCCIL**

**PART - A  
(NIT, ITB, SCOPE OF WORK, GCC, SCC & TENDER FORMS  
AND ANNEXURES)**

**Tender No. : HQ/F&AC/Review of Manuals/2018**

**Dec. 2018**

**Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> 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 E-TENDERS (NIT)**

1. Online bids (e-tender) under *Single Stage Two Packet System* are invited from eligible Professional Consultancy firms for and on behalf of DFCCIL for the work “**Updating of Finance, Accounts and Audit Manuals of DFCCIL**” as per details given hereunder:-

<b>I</b>	<b>Tender reference No.</b>	<b>:</b>	<b>HQ/F&amp;AC/Review of Manuals/2018</b>
<b>II</b>	<b>Mode/Type of Tender</b>	<b>:</b>	<b>Open Tender - “Single-Stage-Two-Packet System” under e-Procurement System.</b>
<b>III</b>	<b>Scope of Services</b>	<b>:</b>	As per Section III – Scope of Work
<b>IV</b>	<b>Estimated Cost of Services</b>	<b>:</b>	INR 12,70,000/-(GST extra)
<b>V</b>	<b>Period of Assignment</b>	<b>:</b>	<b>240 Days</b>
<b>VI</b>	<b>Period of Bid Validity</b>	<b>:</b>	90 days
<b>VII</b>	<b>Cost of bid documents</b>	<b>:</b>	INR 2,360/- (Two thousand three hundred sixty only) (Including GST @18%). Bid submitted without cost of bid document shall be rejected.
<b>VIII</b>	<b>Amount of Bid Security (EMD)</b>	<b>:</b>	25,400/-(Twenty Five Thousand Four Hundred only)
<b>IX</b>	<b>Helpline for e-tendering</b>	<b>:</b>	Mr.Suraj:- 9599653865, 011-49424365
<b>X</b>	<b>Client’s address</b>	<b>:</b>	General Manager/Fin./CAG, DFCCIL, 5 <sup>th</sup> Floor, PragatiMaidan Metro Station Building Complex, New Delhi-110001 Phone No : 011-23454991
<b>XI</b>	<b>Venue of bid opening</b>	<b>:</b>	DFCCIL, 5 <sup>th</sup> Floor, PragatiMaidan 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 Cheque favouring “M/s DFCCIL” payable at Delhi**

2. The details of works are available in the tender document which can be downloaded from DFCC website [www.dfccil.gov.in](http://www.dfccil.gov.in) (for reference only) and Central Public Procurement Portal [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). The bid is to be submitted online only on [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) up to last date & time of submission of tender.

The bids will be submitted online in **Single-Stage-Two-Packet System** viz. containing technical offer and financial offer. The Tenderer must submit the documents of **Technical bid & financial bid** online mode through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).

3. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Publishing Date	11.12.2018
ii)	Document Download/ Sale Start Date & Time	11.12.2018 (15:00 Hrs) (Date same as i) above)
iii)	Bid Submission Start Date & Time	11.12.2018(15:00 Hrs) (Date same as i) above)
iv)	Bid Submission Closing Date& Time	10.01.2019 (15:00 Hrs)
v)	Dead line for receipt of Cost of Bid document and EMD/Bid Security in Hard Copies in sealed envelopes. (Offline submissions)	10.01.2019 (15:00 Hrs) (Date same as iv) above)
vi)	Technical Bid Opening Date& Time	10.01.2019 (15:30 Hrs) (Date same as iv) above)
vii)	<b>Financial Bid Opening Date&amp; Time</b>	Will be intimated to the technically qualified bidders.

4. Bidders are advised to follow the instructions provided in the Section-II - 'Instructions to the Bidders' for the e-submission of the bids online through [www.tenderwizard.com/DFCCIL](http://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 professional consultancy in finance/ accounting / audit works carrying out practice in India having perspective and technical capabilities to render meaningful and purposeful services in preparation/updating the Finance, Accounts & Audit 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 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 i.e. preparation/updating of Finance, Accounts /Audit Manuals of any PSU / Govt. Agency/Infrastructure Project having CAPEX more than 1000 crores for a minimum value of 35% of the advertised tender value. **Copy of letter of certificate of satisfactory completion of assignment issued by client be submitted as proof along with bid documents. Phone No, Mobile No., & Email ID of certificate issuing authority is also to be provided along with bid documents.**
- d) 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 approximate value of the work mentioned in the tender. **Certified true Copy of audited annual accounts to be submitted as a proof along with bid documents.**
- e) The bidder **must** fulfill following Technical Criteria (Detail to be furnished in Form –II of Section VI) to qualify:-

Sl. No.	Particulars
1.0	The bidder should possess at least 15 years of experience in the field of Professional Consultancy in finance/ accounting / audit works.
2.0	The bidder should have experience for preparation/updating of Finance, Accounts /Audit Manuals of any PSU / Govt. Agency/Infrastructure Project having CAPEX more than 1000 crores.
3.0	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.
4.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification.
5.0	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.
True self-attested copies of the necessary certificate supporting above qualification are to be provided along with the bid document.	

- f) Each bidder must produce:
- (i) GST No., PAN;
  - (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/de-barred from business by any PSU/Govt. Department during last 03 (three) years.
  7. In the event of the specified date for the submission of bids being declared a holiday for the Client, the Bid 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](http://www.dfccil.gov.in), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), [www.tenderwizard.com/DFCCIL](http://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 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 not be processed further.

General Manager/Fin./CAG  
DFCCIL/HQ  
Ph. 011-23454771

\*\*\*\*\*



## **SECTION II: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 Finance, Accounting & Audit who will take up the assignment of “Updating the Finance, Accounts and Audit Manuals of DFCCIL” in accordance with the Scope of work as detailed out in “Section III – Scope of Work”.
- 1.3 Downloading/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** : Instruction to Bidder (ITB);
- iii) **Section-III** : Scope of Work
- 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 BID**

### **2.0 ELIGIBLE BIDDERS**

- 2.1 The invitation of bid is opened 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 professional consultancy in finance/ accounting / audit works carrying out practice in India having perspective and technical capabilities to render meaningful and purposeful services in preparation/updating the Finance, Accounts & Audit 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 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 i.e. preparation/updating of Finance, Accounts /Audit Manuals of any PSU / Govt. Agency/Infrastructure Project having CAPEX more than 1000 crores for a minimum value of 35% of the advertised tender value. **Copy of letter of certificate of satisfactory completion of assignment issued by client be submitted as proof along with bid documents. Phone No, Mobile No., & Email ID of certificate issuing authority is also to be provided along with bid documents.**
- d) 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 approximate value of the work mentioned in the tender. **Certified true Copy of audited annual accounts to be submitted as a proof along with bid documents.**
- e) The bidder **must** fulfill following Technical Criteria (Detail to be furnished in Form –II of Section VI) to qualify:-

Sl. No.	Particulars
1.0	The bidder should possess at least 15 years of experience in the field of Professional Consultancy in finance/ accounting / audit works.
2.0	The bidder should have experience for preparation/updating of Finance, Accounts /Audit Manuals of any PSU / Govt. Agency/Infrastructure Project having CAPEX more than 1000 crores.
3.0	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.
4.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification.
5.0	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.
True self-attested copies of the necessary certificate supporting above qualification are to be provided along with the bid document.	

- f) Each bidder must produce:
- (i) GST No., PAN;

- (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/de-barred from business by any PSU/Govt. Department 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 Earnest Money Deposit of 25400/- (Twenty Five Thousand Four Hundred 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 discharged/ returned after submission of performance guarantee by the successful bidder. 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 Bid**', for the entire **Scope of work as detailed out in "Section III – 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\Consultancy Fee in '**Part-B - Price Bid.**'

For Visits to Units, the Audit Team will be reimbursed, one time 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, 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 person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder should be **furnished in the tender form.**

**7.0 CHECK-LIST**

The bidders are requested to duly fill in the checklist as per **Annexure-D.** 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 INSTRUCTIONS FOR ONLINE 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](http://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 for DFCCIL and to have user ID & password which has to be obtained by submitting an annual registration charges of Rs.2,000/- (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](http://www.dfccil.gov.in), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).
- (c) Registration with the tender wizard should be valid at least upto the date of submission of bid.
- (iv) **Rs.1270/- 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](http://www.dfccil.gov.in), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and Bid may be submitted online on [www.tenderwizard.com/DFCCIL](http://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 (pdf format) 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.
- (viii) Since bids are called on **Single stage two packet system** i.e. Technical offer and financial offer are to be submitted separately through online mode.

### 9.3 **RECEIPT AND SIGNING OF BIDS:**

#### 9.3.1 **Online Bid**

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

- a) Online **Technical bids** should contain scanned copies of following documents:
  - i) Duly filled and signed Complete Bid document, except **Part B: Price Bid** 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 II: 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 except **Part B: Price Bid**, referred to in **Annexure-Di.e. Check List** are uploaded online. **Part B: Price Bid is to be uploaded separately as part of online Price bid.**
  - iv) Scanned copy of **crossed Demand Draft /Banker Cheque for cost of bid document and for EMD/Bid Security.**

**NO PRICE RELATED INFORMATION SHOULD BE GIVEN WITH TECHNICAL BID. IF ANY PRICE INFORMATION IS FOUND IN TECHNICAL BID, THE TENDER SHALL BE LIABLE TO BE REJECTED SUMMARILY.**

#### b) Online **Price Bid:**

- i) The “Price Bid” 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 Bid’ of the Bid Document.
- ii) Submission of the “Price Bid” by any other means shall not be accepted by the Client in any circumstances.

#### 9.3.2 **Submission of Hard copy/ Supporting documents:**

Bidders shall submit the 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 Finance, Accounts and Audit Manuals of DFCCIL**”, NIT no., Date of Opening and addressed to the General Manager / Finance / CAG, DFCCIL, and dropped in the tender box kept at Corporate Office, DFCCIL, 5<sup>th</sup> Floor, PragatiMaidan Metro Station Building Complex, New Delhi – 110001 latest by due date of offline submission mention in NIT i.e. **10.01.2019**”:

- i) Cost of Bid Document in the form of crossed Bank Draft / Banker Cheque as mentioned in Clause 1 of NIT.
- ii) EMD / Bid Security in the form of crossed Bank Draft / Banker Cheque as mentioned in clause 1 of NIT read with Clause 4.0 of ITB.

These envelope(s) shall not contain anything else. *This part of submission should not contain any information related to Technical and price bid i.e. the information to be submitted through online only. If any document related to Technical and price bid 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.

9.4. **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 TECHNICAL 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 Cost of Bid document/Tender Document cost and EMD/Bid Security, has already been submitted by the tenderer or not. The tender submitted by those tenderer who have not submitted the required Cost of Bid Document and EMD/Bid Security as mention in Clause I (VII) and Clause I (VIII) of NIT respectively, shall 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.
- e) DFCCIL shall first open the Technical bid on due date of opening. The Financial bid shall remain securely stored and will only be opened of those tenderers who are technically qualified. The Financial bid opening date will be conveyed later to technically qualified

bidders at a later date through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and emails of technically qualified bidders.

#### **10.1 OPENING OF FINANCIAL BIDS**

- a) The Financial Bids will be opened publicly in the presence of bidders' representatives who choose to attend. The name of the bidders, their technical scores and the proposed quote will be read aloud and recorded when the Financial Bids are opened.
- b) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- c) The rate quoted by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of services. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

#### **11.0 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 Bid'. 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.

#### **15.0 METHOD OF SELECTION:**

Combined Quality cum Cost Based Selection (CQCCBS).

In the case of CQCCBS, selection is based on the combined score obtained by a bidder in technical bid as well as financial bid. The combine score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions as given in ANNEXURE-C. The bidder achieving the highest combined score will be recommended for award of work.



16.0 **TECHNICAL\SELECTION CRITERIA (POINT ALLOCATION) FOR BIDDERS:**

The DFCCIL's technical evaluation committee shall evaluate the proposal of the bidder on the basis of the experience, number of staff employed, qualifications of the staff employed and presentation on quality of capabilities highlighted by the bidder, applying the selection criteria, sub-criteria, and point system as specified in **ANNEXURE-B**. Each responsive Proposal will be given a technical score. The details for the technical/ selection criteria is to be submitted in the **FORM-II DETAILS OF THE BIDDER**.

A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score of **70**.

-----X-----

### SECTION III: 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/ Direct & Indirection particularly after enactment of Companies Act 2013, Ind AS & GST regime . 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. Revised Manuals may not be limited to above four manuals as referred to in clause 1.1, these may be increase or decrease in no's as per requirement basis 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) Risk management Procedures & processes;
- i) World Bank and JICA requirements, if any;
- j) Internal Financial Control existing as required in Company Act 2013;
- k) Key Accounting, Budgetary and Administrative controls in compliance with Schedule of Powers;
- l) Income Computation and Disclosure Standards (ICDS) requirements;
- m) Statutory and / or Management Reporting requirements and its formats;
- n) 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), Track Access Charges (TAC) etc;

- o) Such other law and procedure as applicable on DFCCIL or any other law rules if come into existence during the period of this assignment;
- p) 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;
- q) Best practices being followed in other PSUs; and
- r) Any other aspect which DFCCIL or Consultant feels necessary for up-dation.

1.2.1 Illustrative area's to be covered are indicated as under-

<b>I. Finance &amp; Accounts Manuals</b>			
1	Charts of Accounts	2	Accounting with GST accounting prospects.
3	Final Accounts	4	Procurement Accounting
5	Fixed Assets Accounting (Including capitalization of bought out and other than bought out assets)	6	Financial Controls and Compliance of SOP
7	Direct Taxation	8	Indirect Taxation including GST
9	Budgeting ( Construction & Operational)	10	Banking & Treasury
11	Loan Accounting (World Bank, JICA & Others)	12	Contracts Accounting (including works contract, consultancy contract, service contract & other contracts)
13	Personnel Accounting	14	Cost Accounting
15	Accounting of Track Access Charges (TAC)	16	Accounting of Other Income/Advance Income (Pvt. Freight Terminals) Etc.
17	Miscellaneous Bills Accounting	18	Investment Accounting
19	Risk Management	20	Insurance Management
21	Accounting of Miscellaneous Income	22	Other Aspects ( i.eStatutory Compliances related to ROC as per Corporate Laws, Labour Laws & Other Laws
<b>II. Internal Audit Manuals</b>			

- 1.2.2 Two training programmes each of one full day duration in batch of 20 to 30 finance officers to be held in DFCCIL Corporate Office to make the officers understand the actual implementation of updating manuals.
- 1.2.3 After notification for implementation of manuals by DFCCIL, the Firm shall provide fortnightly visit at Corporate Office/ Unit Office's in first three months for review of implementation of manuals and submit final report in regard to implementation of manuals in DFCCIL.
- 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 minimum 10 years' experience at Senior/Middle management level from any PSU (Schedule 'A') preferably infrastructure company. 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.

---X---

## **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 Operation of Contract. GM/Fin/CAG shall 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 JURISDICTION OF CONTRACT**

- 4.1 The contract shall be considered as having come into force from the date of issue of Letter of

Acceptance\Award 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 for 240 days starting from the date of issue of letter of Award by DFCCIL. The assignment will be completed on submission of Final Report on Implementation of manual and review of manuals by Audit Committee of Board of DFCCIL.

## **6.0 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 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.
- 6.2 The 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 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 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 Audit Firm is found to have sub-contracted the work.
  - c) If the Firm does not take up audit in terms of the appointment letter.
  - d) If the Firm does not submit the Audit Report, complete in all respect, in terms of the appointment.

## **8.0 TAXES, DUTIES, LEVIES ETC.**

- 8.1 The Bidders shall be registered with the GST Authority for the purpose of GST 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 discharge of all liabilities towards all Indian duties, levies, GST, 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, except the payment of GST to consultant at applicable rates on fees. 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 or any other laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities.

## **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 Special Conditions of Contract (SCC). 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 programme 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 provide necessary space and information required to fulfill the Firm / Consultant's obligation under the scope of work.

#### **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.
- 19.5 Where 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 **Clause 2.0- 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 plus GST) plus GST 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, 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.

----X----

## 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 240 days (Two hundred forty days) from the date of LOA as per work schedule given below:

Deliverables	Scheduled Completion date
Submission of draft manuals & presentations.	Within 120 days from date of start of work.
Submission of final manuals & presentations.	150 days from the date of start of work.
Discussion , Approval & Training	Within 180 days from the date of start of the work.
Report on Implementation of Manuals	Within 240 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.

#### 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.

The Team deployed on this assignment should have at least one person who has minimum 10 years' experience at Senior/Middle management level from any PSU (Schedule 'A') preferably infrastructure company. Firm / Consultant can engaged such person for this assignment but such person should continue till the completion of job.

### **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 III: 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 III: 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. 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,

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	Mode of Travel (Rs.)	Hotel (Rs.) (As per class of City) (Excluding Service Tax & Surcharge)			Daily Allowance
		X	Y	Z	
Project Leader	Economy class by AIR / AC 1ST Class by Rail	7500	5000	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 GST compliant Invoice, in duplicate, to the CAG 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:

Sl. No.	Milestone for payment of contract price	Amount
I	On submission of complete set of draft manuals (4 Hard copies and 4 soft copies (in Pen Drive) of draft manual covering all the aspects defined in Section II: Scope of Work.	50% of Contract Price
II	On final approval of complete set of manuals by Director (Finance) / DFCCIL.( 4 soft copies (in Pen Drive will also be provided in addition to 20 hard copies)	30% of Contract Price
III	On approval of manuals by the MD/Audit Committee / Board of Directors of DFCCIL.	10% of Contract Price
IV	After Completion of training programmers as defined in Section II: Scope of Work.	5% of Contract Price
V	After submission of Report on Implementation of Manuals	5% of Contract Price

## 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: BID FORMS AND ANNEXURES**

**FORM I**

**TENDER FORM**

To  
General Manager/Finance/P&C  
**Dedicated Freight Corridor Corporation of India Limited**  
Room No.514,  
5th Floor, PragatiMaidan Metro Station complex,  
New Delhi – 110001

**Sub. :** Proposal for the work“Updating of Finance, Accounts & Audit Manuals of DFCCIL.”

Dear Sir,

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

**PART – A**

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

**PART – B**

**PRICE BID**

1. 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 Bid**” 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 Rs.25400/- (Twenty Five Thousand Four Hundred 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.

(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\_\_\_\_\_



**FORM II**  
**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 Partners in the Firm / Limited Liability Partnership:

Sl No.	Name of the Partner	Membership No.	Membership Status ACA/ACMA/ FCA/ FCMA/CISA/ DISA	Date of joining the firm as Partner
1.				
2.				
3.				

4.				
----	--	--	--	--

**6. Details of IFRS / INDAS Qualified Member:-**

Sl. No.	Name of the Member	Membership No.	ACA/ACMA/FCA/FCMA with IFRS/INDAS certification/diploma or similar qualification	Date of joining the firm
1.				
2.				
3.				

**7. Details of Experts having minimum 10 years' experience at Senior/Middle management level from any PSU (Schedule-A) preferably.**

Sl. No.	Name of the Experts	Cost/ Chartered/ Other Technical Qualification	Name of Company, No. of years 'of experience and Senior/Middle management level in which he/she served.
1.			
2.			
3.			

**8. Details of assignments completed for preparation/updating of Finance, Accounts /Audit Manuals of any PSU / Govt. Agency/Infrastructure company having CAPEX more than Rs. 1000 crores:**

Sl. No.	Name of the PSU / Govt. Agency/ Infrastructure Co.	Assignment Rendered	Type of Assignments
1.			
2.			
3.			

**9. Income Tax PAN No. of the Firm:**

**10. GST No. :**

Signature of Partner with  
Name & Seal of the Firm.

**FORM III**  
**FORM OF DECLARATION**

M/s. -----(Name of the Bidder) having its Registered office at ----- (hereinafter referred to as 'the Bidder') having carefully studied all the Bid documents relating to the "" Updating of Finance, Accounts & Audit Manuals of DFCCIL"" (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 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 the Client.
9. The statement submitted by the Bidder is true and correct.

For and on behalf of the Bidder

Dated:(To be Signed by Power of Attorney Holder)

**FORM IV**

**Declaration of Ineligibility  
(By the Bidder)**

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

**(Seal & Signature of the Bidder)**

---

**FORM V**

**ECS –FORM**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM)**

**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  
(S.B. 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

**FORM VI**

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

**Bank Guarantee No.:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**To,**

**Dedicated Freight Corridor Corporation of India Limited  
PragatiMaidan Metro Station Building Complex, Fifth Floor,  
New Delhi.**

**Reference: - 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.

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 to 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.



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: \_\_\_\_\_

## FORM VII

### CONTRACT AGREEMENT

**Name of the Work:** " Updating of Finance, Accounts & Audit Manuals of DFCCIL"

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, JGM/Finance/DT&CG , 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 II – 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”

---

Partner

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

**A. MAJOR AREAS TO BE COVERED BY THE FIRM:**

<b>I. Finance &amp; Accounts Manuals</b>			
1	Charts of Accounts	2	Accounting with GST accounting prospects.
3	Final Accounts	4	Procurement Accounting
5	Fixed Assets Accounting (Including capitalization of bought out and other than bought out assets)	6	Financial Controls and Compliance of SOP
7	Direct Taxation	8	Indirect Taxation including GST
9	Budgeting ( Construction & Operational)	10	Banking & Treasury
11	Loan Accounting (World Bank, JICA & Others)	12	Contracts Accounting (including works contract, consultancy contract, service contract & other contracts)
13	Personnel Accounting	14	Cost Accounting
15	Accounting of Track Access Charges (TAC)	16	Accounting of Other Income/Advance Income (Pvt. Freight Terminals) Etc.
17	Miscellaneous Bills Accounting	18	Investment Accounting
19	Risk Management	20	Insurance Management
21	Accounting of Miscellaneous Income	22	Other Aspects ( i.eStatutory Compliances related to ROC as per Corporate Laws, Labour Laws & Other Laws
<b>II. Internal Audit Manuals</b>			

----x----

**ANNEXURE-B****SELECTION CRITERIA (POINT ALLOCATION) WILL BE AS FOLLOWS:**

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>POINTS TO BE ALLOCATED</b>	<b>MAXIMUM POINTS</b>
1.0	Year of Establishment of the Firm/Limited Liability Partnership Firm	1 (one) per year in existence (fraction of the year to be ignored)	15 (Fifteen)
2.0	No. of Partners in the Firm/Limited Liability Partnership Firm who are with the Firm for a minimum period of one year as on date of opening of tender.	a. 2 (two) for each Partner who is ACA/ACMA b. 3(three) for each Partner who is FCA/FCMA	25 (Twenty five)
3.0	Number of ACA/ACMA/FCA/FCMA (who may be a Partner) with CISA / DISA	3 (three) per ACA/ACMA/FCA /FCMA	06 (Six)
4.0	Number of ACA/ACMA/FCA/FCMA (who may be a Partner) with IFRS / INDAS certification/ diploma or similar qualification)	2 (two) per ACA/ACMA/FCA /FCMA	04 (Four)
5.0	No. of Experts having minimum 10 years' experience at Senior/Middle management level from any PSU (Schedule 'A') preferably infrastructure company. Resume of expert should be submitted along with the bid.	4 (Four) per Expert	8 (Eight)
6.0	No. of assignments completed for preparation/updating of Finance, Accounts /Audit Manuals in Infra Sector PSU like Construction of Railways, Roads/Highways, Airport, Metro Rail, Sea Port, Power Projects etc. as Consultant/Rendering Professional Assignment.	4 (Four) per assignment	16 (Sixteen)
7.0	No. of assignments completed for preparation/updating of Finance, Accounts /Audit Manuals of any Infrastructure Company having CAPEX more than Rs. 1000 crores ( Which is not covered in 6.0 above).	5 (five) per assignment (fraction to be ignored)	10 (Ten)
8.0	<b>Presentation on methodology</b>  The bidders shall give presentation highlighted their capabilities on following aspects related to assignment-  ➤Understanding the objectives of the	16 (Sixteen) for whole presentation	16 (Sixteen)

	assignment ➤ Approach to the assignment ➤ Methodology for carrying out the assignment ➤ Understanding of the terms of reference ➤ Ability to translate the terms into a feasible work plan ➤ Work plan and work schedule.		
	<b>Total points</b>		<b>100 (Hundred)</b>

-----X-----

COMBINED QUALITY AND COST EVALUATION

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100.

The formula for calculating the **financial scores (Sf)** of all other Proposals is determined as follows :

$$Sf = 100 \times Fm / F,$$

Where,

“Sf” is the financial score of the proposal under consideration;

“Fm” is the quoted price of the lowest evaluated Financial Proposal; and

“F” the quoted price of the proposal under consideration.

The **technical score (St)** for each responsive proposal will be as calculated by evaluation committee as per selection criteria (point allocation) as given in ANNEXURE C

The **weightage** given to the Technical (T) and Financial (P) Proposals are:

$$T = 70 \% \text{ and}$$

$$P = 30 \%$$

Proposals will be ranked according to their **total (combined technical and financial) scores (S)** using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal) as following:

$$S = St \times T\% + Sf \times P\%.$$

-----X-----



**CHECKLIST**

Bidders Name: .....

<b>S. N.</b>	<b>Items Description</b>	<b>Reference</b>	<b>Enclosed</b>
1.	Tender Form in original (duly signed & stamped)	Form I of Section VI	YES/NO
2.	Details of Bidder in Form II(duly signed & stamped)	Clause 16of ITB &Form-II of Section VI	YES/NO
3.	Form of Declaration in Form III(duly signed & stamped)	Section VI read with Clause 5 (e) of NIT and clause 2.2(e) of ITB	YES/NO
4.	Declaration of Eligibility in Form IV(duly signed & stamped)	Clause 6 of NIT and clause 2.3 of ITB	YES/NO
5.	ECS - Form V(duly signed & stamped)	Clause 2.3 of Section V: SCC	YES/NO
6.	Firm certificate of registration issued by the Governing Body / Institute and copy of partnership deed.	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.	Copy of letter of Award issued by the client to be submitted as proof of satisfactory completion of one similar work	Clause 5 (c) of NIT and Clause 2.2(c) of ITB	YES/NO
9.	Certified true Copy of audited annual accounts to be submitted as a proof of Professional Fees	Clause 5 (d) of NIT and Clause 2.2 (d) of ITB	YES/NO
10.	Other certificates	Clause 5 (e) of NIT and Clause 2.2 (e) of ITB	YES/NO
11.	Cost of Bid document	Clause 1 of NIT read with Clause 3.0 of ITB	YES/NO
12.	EMD / Bid Security	Clause 1 of NIT read with 4.0 of ITB	YES/NO
13.	Authorization letter in favor of person signing the bid documents	Clause 6.0 of ITB	YES/NO
14.	Registration Certificate of GST	GCC Clause 8.1	YES/NO
15.	Price Bid	Part B read with clause 5.1 of ITB	YES/NO
16.	Complete scanned bid document duly signed 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)**

**FINANCE DEPARTMENT**

**CIN: U60232DL2006GOI155068**

**INVITATION TO BID**

**Name of Work: Updating of Finance, Accounts & Audit  
Manuals of DFCCIL**

**PART - B (PRICE BID)**

**Tender No. : HQ/F&AC/Review of Manuals/2018**

**Nov- 2018**

**Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, PragatiMaidan Metro Station Complex  
New Delhi - 110001**

**PART B**

**PRICE BID**

The bidder is required to quote **LUMPSUM PRICE** for Professional Charges/ Fees for the **entire scope of Work as per Section III:“Scope of Work” as under:**

<b>Sl. NO.</b>	<b>Particulars</b>	<b>Amount in figures (Rs.)</b>	<b>Amount in words (Rs.)</b>
1.	Lump sum Professional fees		

For Visits to Units, the Audit Team will be reimbursed, one time 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 in the payment terms in Special Conditions to the contract (SCC). No additional payment will be admissible on any account.

**Goods and Services Tax (GST) on fees as applicable shall be paid extra.**

**Note:**

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.