



DFCCIL

**(A Government of India Enterprise under Ministry of
Railways)**

CIN : U60232DL2006GOI155068

E-TENDER/BID DOCUMENT

**Name of Work: Consultancy Assignment for Capitalization
of Assets of DFCCIL**

Tender No. : 01/HQ/Fin/Capitalization/Tender/2019

September, 2019

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

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DFCCIL

**(A Government of India Enterprise under Ministry of
Railways)**

CIN : U60232DL2006GOI155068

INVITATION TO BID

**Name of Work: Consultancy Assignment for Capitalization
of Assets of DFCCIL**

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

Tender No. : 01/HQ/Fin/Capitalization/Tender/2019

September, 2019

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

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

SECTION I: NOTICE INVITING TENDERS (NIT)

1. Online bids (e-tender) under “**Single Stage Two Packet System**” **least cost selection basis** are invited from eligible professional consultancy firms having suitable experience for and on behalf of DFCCIL for the work “Consultancy Assignment for Capitalization of Assets of DFCCIL”
2. The details of works are available in the tender document which can be downloaded from DFCC website www.dfccil.com (for reference only) and Central Public Procurement Portal www.eprocure.gov.in/eprocure/app. The bid is to be submitted online only on www.tenderwizard.com/DFCCIL up to last date & time of submission of tender. The brief details of the tender are as under:

I	Tender reference No.: 01/HQ/Fin/Capitalization/Tender/2019
II	Mode/Type of Tender: Limited Tender - “Single Stage Two Packet System” under e-procurement System
III	Scope of Services: As per Section II – Scope of Work.
IV	Estimated Cost of Services (Tender Value): INR 87 Lacs (Rupees Eighty seven lakhs only) excluding GST
V	Duration of Work: As per clause 5.0 of Section IV of GCC
VI	Period of Bid Validity: 90 days
VII	Cost of bid documents: Rs.5900/- (Rupees Five Thousand Nine hundred only) including GST @18% Bid submitted without cost of bid document shall be rejected.
VIII	Amount of Bid Security (EMD): INR 174000/-(-One lakh seventy four thousand only)
IX	Client’s address for the receipt of bid documents: General Manager/Finance/CAG DFCCIL, 5 th Floor, Pragati Maidan Metro

	Station Building Complex, New Delhi-110001, Phone No. 011-23454903, 011-23454789,011-23454771
X	Helpline for e-tendering: Mr. Suraj:- 9599653865, 011-49424365
XI	Venue of bid opening: DFCCIL, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001

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

3. The critical dates of tender are as under:

Sl. No.	Particulars	Date	Time
i)	Publishing Date	20 th Sep 2019	
ii)	Document Download/ Sale Start Date & Time	20 th Sep 2019	1600 hrs
iii)	Bid Submission Start Date & Time	20 th Sep 2019	1600 hrs
iv)	Bid Submission Closing Date & Time	04-Oct-19	1500 hrs
vi)	Dead line for receipt of Cost of Bid document and EMD/Bid Security in Hard Copies in sealed envelopes. (Offline submissions)	04-Oct-19	1500 hrs
vii)	Bid Opening Date& Time	04-Oct-19	1530 hrs

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

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

- a) The bidder should be a reputed Professional Consultancy firm carrying out practice in India. Copy of certificate of registration issued by the governing body/Institute or under laws of the country 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 ie for a minimum value of 35% of the advertised tender value (refer clause 2 of NIT). Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in Form-IX.

For above purpose, following work shall be considered as “Similar work”-

- i) Advisory on Capitalization of Assets
- ii) Advisory on implementation of IND AS

Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in Form-IX. Copy of letter of Award issued by the client to be submitted as proof 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 advertised tender value (refer clause 2 of NIT). **Certified true Copy of audited annual accounts are to be submitted as a proof along with bid documents**
- e) 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 presently banned/ de-listed/ black listed/ de-barred from business by any PSU/ Govt. Bodies.
7. In the event of the specified date for the offline submission being declared a holiday for the Client, the same will be received up to the specified time on the next working day.
8. At any time prior to the deadline for submission of bid, the Client may amend the Tender Document by issuing corrigendum/addendum which shall be notified on DFCCIL website www.dfccil.com, www.eprocure.gov.in/eprocure/app.

www.tenderwizard.com/DFCCIL. Therefore, the bidders are advised to visit these sites regularly before deadline for submission of bids.

9. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
10. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Client, shall be in the English language.
11. Client reserves the right to cancel the tendering process at any time before award of Work without assigning any reasons thereof.
12. Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copy(ies) of the 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/Finance/CAG
DFCCIL/HQ
5th Floor,
Pragati Maidan Metro Station Building Complex,
New Delhi-110001
DFCCIL/HQ

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SECTION II: SCOPE OF WORK

1.0 SCOPE OF WORK

Scope of work broadly includes-

- a) Formulation of Detailed policy of capitalization of assets for DFCCIL keeping in view phase wise commissioning of Sections of EDFC and WDFC from Accounting as well as computation of Track Access Charges (TAC) perspective. This will take care of all Sections of EDFC and WDFC.
- b) Computation of Capital cost, Depreciation, Useful life, Component cost, preparation of FAR as per suggested and approved methodology for selected Sections
- c) Preparation of Fixed Asset Register for selected Sections
- d) Activities incidental and related to Capitalization of Assets
- e) Activities specifically listed to be part of Consultants scope of services in details mentioned
- f) Liaison with SAP Consultant and providing relevant inputs
- g) Liaison with TAC Consultant and providing relevant inputs

Consultant shall have to provide various templates of actual computation on forward looking basis i.e. to take care of future capitalizations also.

Above activities includes but not limited to:

A) Capitalization Policy/Guidelines

Formalization of the capitalization policy guidelines for DFCCIL in compliance with requirement of Companies Act (including CARO), Accounting Standards, Auditing Standards, guidance notes issued by ICAI, clarifications given by Expert Advisory Committee of ICAI, other applicable statutes. Relevant sections of Act /Standards ie Technical guidance having effect on Capitalization/Depreciation to be properly explained. Requirement of Income Tax act and GST Act from capitalization perspective also needs to be explained and complied. Examples need to be given to explain various concepts

Above will include:

- i) Detailed deliberation and accounting guidance on **date of capitalization** and documents required for same.
- ii) Prepare Identification and allocation methodology and accounting guidance for all **direct costs**. Please note that contracts may spill over to multiple sections
- iii) Prepare Identification and allocation methodology and accounting guidance for all **indirect costs** such as PMC/GC expenses, cost incurred on Shifting of utilities, survey and investigation expenses, borrowing cost, expenses routed through development account, common expenses, salary expenses, administrative costs,

- advertisement costs, corporate office expenses, foreign currency fluctuations, IEDC etc
- iv) Componentization of Assets for Depreciation purposes, Useful life of Assets and selection of Depreciation method with pros and cons.
 - v) Accounting guidance on depreciation in view of clauses of Concession Agreement
 - vi) Detailed review and recommendations on overall chart of accounts including grouping/subgrouping and recommendations thereof keeping in view overall reporting requirement under Companies Act, Income Tax Act and GST Act and improved Internal Financial Control Perspective, activities in Pre commissioning scenario as well as operational phase. Opening of Ledgers Accounts heads systematically and booking of expenditure accordingly. Thus, this activity has to be done in comprehensive manner and not restricted to capitalization process.
 - vii) Journal entries to be passed and how balances under various heads of accounts will be adjusted consequent upon capitalization.
 - viii) Review of underlying Contracts including but not limited to Construction agreements, Electrical agreements, S&T agreements, Consultancy Agreements, ROB/RUB Contracts, Concession Agreement, TAC Agreements, DFCCIL existing instructions etc from capitalization perspective
 - ix) Provide detailed accounting guidance including journal entries on various issues that may arise as per above capitalization policy some of which may be as follows-
 - a) Unpaid bills pertaining to contractors / PMC, suppliers, others till the date of capitalization.
 - b) Security Deposits/Retention money etc
 - c) Adjustment of advances given for shifting of utilities/ROB/RUB etc
 - d) Provisions for liabilities for services / supplies received up to the date of capitalization for work done but not billable. Documentary evidence to be obtained from Contractors
 - e) Provisioning of liabilities such as staff welfare schemes, etc.
 - f) Prepaid expense, CRRM expenses, CSR expenses
 - g) Deposit works
 - h) Interest during construction
 - i) Cost Sharing Works
 - j) Land Lease charges
 - k) Various Claims/Counterclaims/Arbitration claims
 - l) Partly completed contracts
 - m) Future additions as well as cost of improvements to assets already capitalized including their treatment as Revenue/Capital nature
 - n) Interest earned/various other revenue items
 - o) Amount given to Railways for creation of their assets (Eg roads in railway premises, part cost for construction of Railway Guest house facility)
 - p) NPV/Compulsory afforestation expenses given by DFCCIL
 - q) Income/expenditure of trains run/trial run before Capitalization date.
 - r) Balance confirmation issues and formats for same
 - s) Expenditure in construction phase which actually pertains to operation phase
 - t) Related party disclosures
 - u) Liquidated damages/Delay damages

- v) Interest earned on FDRs
- x) Suggestions/recommendations for expenditure incurred but not adjusted till date of Capitalization or expenditure not actually incurred but liability created
- xi) Detailed formats/templates of capturing of information such as for Capitalization including Fixed Asset Register from DFCC/PMC/Contractors/others and undertakings, if any which should take care of future capitalization also.
- xii) Direct Tax/Indirect Tax impact from Capitalization perspective including guidance on accounting treatment of GST ITC availed/not availed/unavailable/disallowed ITC, DTA/DTL/MAT and as well impact of Assessments of Income Tax/Indirect tax pending from capitalization perspective. Accounting treatment of various penalties/interest to be deliberated and recommendations given.
- xiii) Detailed study of existing system of accounts maintaining from Capitalization perspective and suggestions/recommendations for changes thereof.
- xiv) Criteria of Capital/Revenue nature to be properly explained for various items individually after studying trial balance
- xv) Explain IND AS Impact of various items of accounting affecting DFCCIL from Capitalization perspective.
- xvi) Foreign Exchange Currency Accounting of various transactions at different stages Foreign exchange variations including rates of foreign currency to be adopted under various accounting stage
- xvii) Comparative analysis of pros/cons of capitalization Vs expensing off key items
- xviii) Methodology to compute section wise loan and interest accrued thereon
- xix) Suggestions for changes in Concession Agreement from Capitalization perspective
- xx) Allocation methodology of Loan/Equity to Capitalized cost
- xxi) Impact on Finalization of Annual Accounts post Capitalization including templates/notes/disclosures
- xxii) Changes in Tally Software
- xxiii) Detailed mapping of Trial Balance from perspective of computation of Track Access Charges
- xxiv) Accounting guidance on decapitalization from DFCCIL perspective
- xxv) Takeover of Assets by MOR of DFCCIL assets after project is over
- xxvi) Detailed impact analysis of IND AS 115 and IND AS 116 on DFCCIL needs to be done. This is not limited to Capitalization but on overall basis for DFCCIL with disclosures and actual computation of effect and templates.
- xxvii) Methodology for computation of Interest on Loan/working capital and Repayment of Loan, Taxes, Return of Equity as per prescribed guidelines on estimated basis including Template thereof from TAC perspective.
- xxviii) Methodology for Physical verification and impairment testing so as to satisfy requirement of Financial Statements
- xxix) Accounting implications of treatment of same expenditure as Fixed Asset, Intangible Asset or lease with pros and cons
- xxx) Compliance Checklist and Standard operating procedures (SOPs) from future Capitalization perspective as well as standard MIS formats to be prepared and shared by PO/CO.
- xxxii) Guidance of various accounting issues including guidance for truing up of data with templates

- xxxii) Accounting guidance on contracts with parties which sub contract same and subcontractor raises bills in name of DFCCIL
- xxxiii) Effect of loan repayments of loan, guarantees fees, commitment fees, processing charges during Pre/post Commissioning period
- xxxiv) Presentations to Management on Capitalization guidelines
- xxxv) All activities incidental and related to Capitalization of Assets not covered above

Due to assurance given to CAG, DFCCIL has approached Expert Advisory Committee (EAC) of ICAI for seeking clarification on accounting treatment of Capital Expenditure incurred by DFCCIL. Any clarification issued by ICAI will have to be analyzed and related detailed impact analysis and its accounting computation including accounting guidance/advisory/will be part of assignment.

B) Computation as per suggested and approved methodology for selected Sections on EDFC and n WDFC which are provisionally as follows-

Sl	Section*	Subsections*	Approx Kms	Corridor	Funding Agency
1	Khurja-Bhaupur	Khurja-Bhadan, Bhadan-Bhaupur	343	EDFC	IBRD
2	Rewari-Palanpur	Rewari-Madar, Madar-Palanpur	641	WDFC	JICA

***Presently envisaged. Will be freezed once activity of Actual capitalization starts**

- i) Component wise Capital Cost
- ii) Depreciation and useful life of assets both as per Companies Act/Income Tax/adopted depreciation rates
- iii) Preparation of Fixed Asset Register
- iv) Impact on Financial statements of DFCCIL for period in which capitalization takes place including notes and disclosure
- v) Financial statements of capitalized sections
- vi) Direct tax/Indirect Tax impact due to capitalization of assets
- vii) Information akin to what has been prescribed by tariff filing given in Power sector by CERC.
- viii) True up of Computation of Capital cost, Depreciation, Useful life, Component cost, FAR as per suggested and approved methodology for selected Sections for period upto quarter ending the quarter in which Capitalization takes place along with capitalization guidelines. For Eg if COD of a section is 15th Feb, 2020, data will have to be trued up for quarter ending 30th June, 2020
- ix) All activities incidental and related to Capitalization of Assets not covered above

For above activities Consultant will also have to

- a) Review past year financial statements, trial balances, accounting vouchers
- b) Prepare new Accounting Vouchers as well as reverse old vouchers from Capitalization perspective.
- c) Compute IND AS Impact from Capitalization perspective including Notes/Disclosure required in Annual Accounts from Capitalization perspective
- d) Detailed mapping of Trial Balance from perspective of computation of Track Access Charges.
- e) Discussions and meetings including presentations with/to various stake holders will have to be done.
- f) Provide data entry templates and MIS templates for future capitalization, depreciation charge, Fixed Asset Registers etc.
- g) Assumptions will have to be clearly given.

Note

- 1) For above purposes, Coordination with Project offices and various stake holders for collection of various information will be part of the assignment including drafting of Instructions to be given to Project offices from Capitalization perspective. Draft letters to be written to different project offices/PMC/Railways/Auditors etc in relation to Capitalization exercise
- 2) Consultant will have to visit various offices such as Project offices/other stake holders for collection of information on need basis and after taking permission from DFCCIL/Officer in charge
- 3) Discussions and meetings including presentations with/to Statutory/Internal Auditors/PMC/Contractors/DFCC officers/Lending Agencies/Audit Committee/BOD/Railways/CAG/other stake holders will have to be done for satisfaction on Capitalized Value/Depreciation/related policy and methodology including reply to queries thereof
- 4) Consultant will have to be present in in-house weekly/other periodic progress review meetings
- 5) All key deliverables including Capitalization policy guidelines along with Capital Cost of each section, Fixed Assets Register prepared as well as depreciation thereof computed will have be reviewed at Partner Level of Consultant
- 6) Capitalization policy/guidelines of Indian Railways/DMRC should also be studied and key differences explained

C) SAP Issues

DFCCIL is in process of appointing SAP Consultant. Accounting Consultant shall also liaison with SAP Consultant to suggest changes in SAP from Capitalization perspective and chart of accounts.

D) TAC Issues

DFCCIL intends to appoint advisor/consultant for TAC computation. Accounting consultant will be required to Liaison with TAC consultant for developing methodology for giving information from accounting data in agreed MIS formats for calculation of Track access charges.

- E)** Railway Board has informed that it shall finalize and send a proposal to MoF seeking exemption from GST on transactions between MoR/Indian Railways and DFCCIL and that DFCCIL shall assist MoR in the exercise by providing the requisite background material.

In light of above, consultant shall carry out a comprehensive critical review of transactions with MOR/Indian Railways from GST aspect and assist DFCCIL in working out best strategy and making representations in this regard with further follow up action so as to reduce GST effect

F) Capacity Building and Training:

Consultant shall undertake 10 workshops (day long) at DFCCIL premises for officers nominated by DFCCIL. PPTs of such sessions will be shared with DFCCIL.

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SECTION III: INSTRUCTION TO BIDDERS (ITB)

1.0 GENERAL

- 1.1 Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is a Public Sector Company registered under the Companies Act, 1956 as amended from time to time and engaged in construction, maintenance and operation of dedicated freight railway tracks popularly known as corridors. Presently Company is under construction phase and constructing two Corridors-EDFC and WDFC. Loan portion of EDFC is funded by World Bank (IBRD) and loan portion of WDFC is funded by JICA. Equity is being funded by MOR. Both Corridors are further being constructed Section Wise. Trial run of few sections are already completed. Phase wise commissioning of corridors are expected to take place in near term. Company prepares its Accounts in accordance with **IND AS notified under Companies (Indian Accounting Standards) Rules, 2015 read with Section 133 of Companies Act 2013**

Annual Reports of DFCCIL upto 2017-18 are available on website of Company (dfccil.com) and may be referred to by prospective bidders. Financial Statements for the company for the year 2018-19 have already been audited by Statutory Auditors as well as CAG auditors. Annual Report for the year 2018-19 will be placed before AGM of Company expected to be held in last week of September 2019.

Position of CAPEX of DFCCIL is as follows-

	Rs crores	
Particulars	As at 31.03.2019	As at 31.03.2018
Property, Plant & Equipment	17.65	13.69
Capital Work in Progress	25382.86	14757.09
Other Intangible assets	0.09	0.27
Intangible Assets under Development	11.36	11.31
Capital Advances	6,968.20	7563.33
Total Capex (other than land)	32380.16	22345.69

POSITION OF CAPITAL ADVANCES is as follows-

	(Rs crores)	
Particulars	As at 31.03.2019	As at 31.03.2018
Mobilization Advance	2941.61	3347.49
Advances for Shifting of Utilities	3158.08	3449.02
Advances for ROB/RUB	515.34	460.39
Advances for Capital Works-Others	353.16	306.43
Total Capital Advances	6968.20	7563.33

1.2 Financial Accounting and Reporting Systems

At present there are 14 Project offices & 1 Corporate Office. Bills are passed at respective project offices. However, accounting is being done centrally at Corporate Office through an outsourced firm of Chartered Accountants using Tally software in terms of the Companies Act, 2013 as per IND AS. SAP is under Operational Acceptance Testing stage.

It is also clarified that section to be capitalized may involve multiple DFCCIL offices. Contracts may be funded by IBRD/JICA/Equity or a combination of both loan and equity. Work performed/bills passed in one project office may fall into multiple sections.

Initially there was a single TALLY Company for all project offices which has been broken into Project office wise TALLY in 2017. Vouchers are recorded project office wise and not section wise. Also there is concept of payment by one office for work performed under multiple offices.

1.3 Type of Contracts at DFCCIL

- a) Civil Contracts
- b) S&T Contracts
- c) Electrical Contracts
- d) ROB/RUB Contracts
- e) Utility Shifting Contracts
- f) Consultancy Contracts
- g) Miscellaneous Contracts such as vehicle hiring, security, placements services etc

1.4 DFCCIL is expected to start Section wise commissioning of corridors in near term. Therefore DFCCIL solicit the services of an professional consultancy firm to offer services as per the Scope of work as detailed out in "Section II – Scope of Work".

1.5 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.

1.6 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.

1.7 The set of bid (tender) documents comprises of followings documents and addenda issued:

PART – A

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

PART – B PRICE BID

2.0 ELIGIBLE BIDDERS

2.1 The invitation of bid is open to all bidders who are eligible as per the qualifying criteria given below.

2.2 The bidder shall meet the Qualifying Criteria set forth to be eligible for the bid as hereunder:

- a) The bidder should be a reputed Professional Consultancy firm carrying out practice in India. Copy of certificate of registration issued by the governing body/Institute or under laws of the country 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.**
- f) 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” for a minimum value of 35% of the advertised tender value (refer clause 2 of NIT).

For above purpose, following work shall be considered as “Similar work”-

- i) Advisory on Capitalization of Assets
- ii) Advisory on implementation of IND AS

Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in Form-IX. Copy of letter of Award issued by the client to be submitted as proof along with bid documents.

- g) The professional fees as per financial statements of the bidder in the previous three financial years and the current financial year up to the date of opening of

tender shall be at least 150% of the advertised tender value (refer clause 2 of NIT). **Certified true Copy of audited annual accounts are to be submitted as a proof along with bid documents**

h) Each bidder must produce:

- (i) The GST registration No., PAN No.;
- (ii) A declaration that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

2.3 The bidder should have not been presently banned/ de-listed/ black listed/ de-barred from business by any PSU/ Govt. Bodies. **Self-declaration in this regard is to be submitted as per format attached as Form IV in Section-VI.**

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

3.0 **COST OF BIDDING:**

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

4.0 **EARNEST MONEY / BID SECURITY**

4.1 Earnest Money Deposit of Rs. 174000/-(-One lakh seventy four thousand only) shall accompany the Bid. The EMD offered shall be in the form of a crossed Bank Draft / Bankers Cheque in favour of DFCCIL payable at Delhi.

4.2 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Client as non-responsive. The EMD of all unsuccessful Bidders except that of the successful bidders(s) will be discharged/ returned after the award of the contract. The EMD of successful bidders will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

4.3 The Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening or varies any terms & conditions in regard thereto during the period of Bid validity; or
- b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practices;
or

- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit i) to sign the Agreement; and/or ii) Furnish the required Performance Security Deposit; or iii) refuses to enter into a contract after being awarded the contract or does not commence work within stipulated time after the award.

5.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

5.1 The bidder shall quote rates in 'Part-B - Price Bid', for the entire Scope of work as detailed out in "Section II – Scope of Work". Bids based on a system of pricing other than that specified shall be rejected. The bid prices shall be in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English. Failure to comply with these requirements will render the bid liable for rejection.

5.2 The bidder is required to quote **LUMPSUM PRICE** separately for Professional Services for Consultancy assignment and conducting training workshops for the entire scope of work in the '**Part-B - Price schedule**'. For Visits to Units, if authorized by the client, the consultant team will be reimbursed, to & fro journey fare by Air/Rail/Road (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 3.0- Payment terms & conditions of Section V - Special Conditions to the contract (SCC). No additional payment will be admissible on any account. However, GST on fees as applicable shall be paid extra.

6.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder should be furnished along with the tender form. (FORM I of Section VI: Proposal Form & Annexures)

7.0 CHECK-LIST

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

8.0 DEVIATIONS

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

9.0 INSTRUCTION FOR ON-LINE BID SUBMISSION:

9.1 ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency (“CA”) [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.
- (ii) To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of Rs. 2000/- (plus GST @18%) 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.com, www.eprocure.gov.in/eprocure/app, www.tenderwizard.com/DFCCIL.
- (c) Registration with the tender wizard should be valid at least upto the date of submission of bid.
- (iv) Rs.7500/-(plus GST@18% 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.com, www.eprocure.gov.in/eprocure/app, www.tenderwizard.com/DFCCIL and Bid may be submitted online on www.tenderwizard.com/DFCCIL following the instructions appearing on the screen. A Vendor manual

containing the detailed guidelines for e-tendering system is also available on Tender Wizard.

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

9.3 RECEIPT AND SIGNING OF BIDS:

9.3.1 Online Bid

The tender shall be submitted online under Single 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 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 III: Instruction to bidders (ITB), Clause 6 of NIT read with Clause 2.3 of ITB.
 - iii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender. Bidder should ensure that all the documents (except Price Bid) referred to in Annexure-A i.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 Offline Bid/ 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 “Consultancy Assignment for Capitalization of Assets of DFCCIL “ (starting from the date mentioned in the letter of award)”, 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, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 110001 latest by due date of offline submission mention in NIT i.e. xx.xx.2019”:

- i) Cost of Bid Document in the form of crossed Bank Draft / Banker Cheque as mentioned in Clause 2 of NIT read with Clause 3 of ITB
- ii) EMD / Bid Security in the form of crossed Bank Draft / Banker Cheque as mentioned in clause 2 of NIT read with Clause 4 of ITB

These envelope(s) shall not contain anything else. This part of 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.

9 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 Tender Security and Tender Document cost, has already been submitted by the tenderer or not. The tender submitted by those tenderer who have not submitted the required Tender Security and Tender Document cost in Clause 2 (VII) and Clause 2 (VIII) of NIT, may not be considered for opening.
- d) The Bids will be opened in the presence of bidders or their representatives who choose to attend on date & time as mentioned in tender document.
- 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 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 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.

14.4 **METHOD OF SELECTION: Least Cost Selection**

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

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

1.0 DEFINITION OF TERMS

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

2.0 FIRM/CONSULTANT'S AGENTS/EMPLOYEES

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

3.0 AWARD OF CONTRACT

- 3.1 DFCCIL will intimate the award of Work in writing to the successful bidder by issuing Letter of acceptance\award accepting the proposal of the bidder. The contract will be awarded to the eligible and responsive bidder 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 mentioned in the letter of Acceptance\Award issued by DFCCIL.
- 4.2 The laws applicable to this contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

5.0 DURATION OF CONTRACT

- 5.1 The duration of the contract for work to be undertaken by the Firm/Consultant will be **one year** from the date of start of work as mentioned in the Letter of Acceptance\Award (LOA) issued by DFCCIL.

6.0 SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE

- 6.1 Security deposit of 5% of CONTRACT PRICE will be recovered @ 10% from each running bill of successful bidder till the total security deposit amount available is 5% of the contract value. No other mode of Bank Guarantee or FDR shall be accepted as security deposit. The amount of security deposit will be retained till the 60 days period after the completion of contract. EMD of the successful bidder shall be retained by DFCCIL and will be adjusted as a part of total security deposit.
- 6.2 On acceptance of tender the successful bidder shall have to submit Performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, New Delhi. The Performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be valid up to three months beyond expiry of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.

- 6.3 The Security deposit and Performance guarantee is intended to secure the satisfactory Performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Security deposit and\ or Performance guarantee. However, it is not to be construed as limiting the recoverable under the contract.
- 6.4 Format of Performance Bank guarantee to be submitted by the successful bidder is attached as **FORM VI in Section VI.**

7.0 TERMINATION OF CONTRACT

- 7.1 If at any time the Firm/Consultant makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge. DFCCIL may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to DFCCIL by written notice, terminate the contract as a whole or a part of the Contract.
- 7.2 Where the Firm / Consultant breaches this Agreement, The Client may terminate this Contract and forfeit the performance security deposit, by not less than thirty (30) days' written notice of termination to the Firm / Consultants.
- 7.3 Further, the Firm/Consultant will be debarred from getting, in future assignments in DFCCIL in the following cases:
- a) If the Firm obtains the appointment on the basis of false information/false statement at the time of submission of application/documents.
 - b) The Firm is found to have sub-contracted the work.
 - c) If the Firm does not take up the work in terms of the appointment letter.

8.0 TAXES, DUTIES, LEVIES ETC.

- 8.1 The Bidders shall be registered with the GST Authority and **shall furnish a copy of the Registration Certificate along with the bid documents.** Firm/Consultant shall pay all income-tax, surcharge on Income Tax and any other tax. Further, the Firm/Consultant shall be liable and fully responsible for payment of all Indian duties, levies, 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. DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the Firm/Consultant in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the Firm/Consultant, if so required by DFCCIL.

9.0 EXTENSION OF TIME

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

10.0 FORCE MAJEURE

10.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

10.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

11.0 SUSPENSION OF WORK

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

12.0 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

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

13.0 OBLIGATIONS OF THE FIRM / CONSULTANT

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

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

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

14.0 INSURANCE TO BE TAKEN OUT BY THE FIRM / CONSULTANT

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

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

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

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

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

17.0 OBLIGATIONS OF THE CLIENT

17.1 The client shall be responsible for providing the sufficient space, computers, printers, tables, chairs, stationery and one room for senior partner with landline phone facility.

18.0 DURATION OF LIABILITY

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

19.0 VARIATIONS

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

19.2 Where the Firm / Consultant notifies the Client under **clause 13.0** that any direction or circumstance should be treated as a Variation, the Client shall as

soon as practicable after receiving such notice, but within 30 Working Days, notify the Firm / Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.

- 19.3 If the Client does not consider the direction or other circumstance to be a Variation then the Client and Firm / Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 19.4**.
- 19.4 The Client and the Firm / Consultant shall agree, in writing, the value of the Variation and its impact on the programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.
- 19.5 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 **Payment terms & conditions of Section V-Special conditions of Contract (SCC)**, and there shall be no other payment. Firm/Consultant shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. DFCCIL shall have no liability, whatsoever, in this regard.

21.0 LIQUIDATED DAMAGES

- 21.1 If the Firm / Consultant fails to comply with the Time for completion for the whole of the Services within the stipulated time then the Firm / Consultant shall pay to the Client 0.035% of Contract Price per day (Maximum 5% of Contract Price) of delay as liquidated damages for such default and not as a penalty. The Client may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Firm / Consultant.

22.0 CONFLICT OF INTEREST.

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

23.0 DEFENCE OF SUITS

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

24.0 SETTLEMENT OF DISPUTES

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

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

24.3 Notwithstanding any dispute between the parties, the Firm/Consultant shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

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

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

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

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

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

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

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

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

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

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SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1.0 Manpower Deployment & Key Personnel:

1.1 Firm / Consultant should deploy a team suitable for undertaking the assignment, after a thorough perusal of the requirements of the appointment letter, terms & conditions contained therein, ensuring that the size of the team is commensurate with the size of the Company and the volume of work involved. The requirement of manpower to carry out tasks mentioned in this scope of work shall be assessed by the Firm / Consultant. The cost of requirement of manpower, in addition to those stipulated as minimum required, for performing obligations specified in this scope of work shall be borne entirely by the Firm / Consultant and without charging any extra cost to DFCCIL.

The basic **minimum** staff requirement for the work shall be as under:

i) Partner of Firm

Overall supervision, guidance and review by Partner level person who should be an Accounting expert in IFRS/IND AS and Chartered Accountant by qualification. Partner should have at least **15 years** post qualification experience as well relevant experience as per Scope of Work

ii) Project/Team Leader

One Chartered Accountant with at least **9 years** post qualification experience as well as relevant experience as per Scope of Work.

iii) Other team

Three other professionals who should be a Chartered Accountants with at least **3 years** relevant post qualification experience as well as relevant experience as per Scope of Work. Knowledge of TALLY accounting software is essential.

Details of key Personnel proposed to be deployed for the work included under the scope of the assignment shall be furnished by the Consultant in the **Form II of Section VI Bid Forms & Annexures i.e. Details of the Bidder.**

1.3 The consultant shall identify a Project Leader to act as focal point for all interactions with DFCCIL throughout the entire period of assignment.

1.4 Except as the Client may otherwise agree, no changes shall be made in the Personnel deployed. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the

Consultant shall provide as a replacement a person of prescribed qualification and experience, subject to the approval of the client.

- 1.5 Should DFCCIL feel that the conduct/performance of any of Consultant's personnel is detrimental to DFCCIL's interest, DFCCIL shall have the unqualified right to request for the removal of such personnel either for incompetence, unreliability, misbehavior or security reasons, etc. The Consultant shall comply with any such request to remove such personnel at Consultant's expense unconditionally. The Consultant will be allowed a maximum of 5 working days to replace the personnel by competent qualified personnel at Consultant's cost. Decision of DFCCIL in this regard shall be final and binding on the Consultant.
- 1.5 The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

2.0 Project Completion Schedule

- 2.1 The assignment shall commence from the date of start of work as mentioned in the LOA and continue till conclusion of Annual General Meeting of DFCCIL for the year 2019-20 expected to be held in September 2020. Time-schedule of deliverables shall be as under:

KD	Deliverables	Scheduled Completion date
I	Draft Capitalization guidelines and making presentation to DFCCIL Management on same.	45 days from date of start of work.
III	Final Capitalization guidelines and making presentation to DFCCIL Management on same	60 days from date of start of work.
IV	Draft Computation of Capital cost, Depreciation, Useful life, Component cost, FAR as per suggested and approved methodology for selected Sections	90 days from date of start of work.
V	Final Computation of Capital cost, Depreciation, Useful life, Component cost, FAR as per suggested and approved methodology for selected Sections	120 days from date of start of work.
VI	Final True up of Computation of Capital cost, Depreciation, Useful life, Component cost, FAR as per suggested and approved methodology for selected Sections for period upto quarter ending the quarter in which Capitalization takes place. For eg COD is 15 th Feb, 2020, data will have to be trued up for quarter ending 30 th June, 2020	30 days from end of quarter for which truing up has to be done
VII	Final Report on advisory on SAP after	Schedule to be finalized as

	discussion with SAP Consultant and providing relevant inputs	per the directions of Officer-in-Charge
VIII	Final Report on advisory on TAC after discussion with TAC Consultant and providing relevant inputs	Schedule to be finalized as per the directions of Officer-in-Charge
IX	Deliverables as mentioned in Scope of work which are not specifically covered above	Schedule to be finalized as per the directions of Officer-in-Charge
X	Training workshops for imparting training to the employees of the Company on activities covered under 'Scope of Work' with focus on Company specific issues to be conducted in DFCCIL premises.	Schedule to be finalized as per the directions of Officer-in-Charge

Consultant shall also be required to make a presentation to Management on overall approach of methodology of work within 15 days of start of work.

2.2 Progress Report

The Consultant shall prepare, submit and present to the Officer-in-Charge bi-monthly progress report showing the progress and status of the works being performed by him including such materials as charts, networks etc. as per the directives of the Officer-In-Charge. Draft formats of progress reports shall be finalized in consultation with the Officer-In-Charge.

Consultants may also be required to make presentations on progress of work to management

- 2.3 Officer in charge will have power to extend the scheduled dates of completion of milestones
- 2.4 Partner shall regularly review the progress of work and provide guidance to his team. He shall attend review meetings with DFCCIL on progress of assignment as well meetings in which he is called upon to attend. Minimum four visits in a month at Partner level are envisaged.

3.0 Payment Terms and Conditions

- 3.1 The price as per PRICE BID of **PART – B PRICE SCHEDULE** for the Scope of Work mentioned in clause 1.0 of Section II shall remain “**FIRM**” in all respects till the completion of the contract.
- 3.2 The quoted price shall include all taxes, duties & levies, professional tax, insurance charges, license fees, etc. except GST. GST shall be paid extra. The bid price shall include all man-day charges including deputation, equipment charges, travel expenses (other than as provided in Clause 3.4 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 rate and amount of GST, separately in the **PART – B PRICE SCHEDULE**.

3.3 No TA/DA shall be payable separately for visit within Delhi/NCR region.

3.4 **Site Visits/Visit to Project offices**

Site visit/Visits to project offices are 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 client, the consultant team will be reimbursed, to & fro journey fare by Air/Rail/Road (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	TA/DA Entitlement (Rs.)
Partner/Project Leader	Equivalent to AGM
Qualified CA	Equivalent to DGM
Others	Equivalent to AM

Though not mandatory, DFCCIL Administration can also book Travel tickets/Hotel/conveyance accommodation if approved by GM/Finance.

3.5 DFCCIL shall pay to the Consultant the amounts claimed pursuant to this Contract after completion of deliverables as per **schedule of payments clause 3.8** below on receipt of invoice.

The Firm/Consultant shall submit bills, in duplicate, to the Corporate Accounts & Taxation Section at Corporate Office. Efforts shall be made for payment to be released to the Firm/Consultant through ECS/EFT within 30 days on receipt of bill complete in all respects. TDS as applicable shall be deducted from the bills of the Firm/Consultant. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances. Firm shall also give break up of approximate many days/hours spent on various milestones.

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**

- 3.6 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.
- 3.7 Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

3.8 Schedule of Payments

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

KD	Deliverables	Percentage of Fee
Fee for Consultancy Assignment for Capitalization of Assets of DFCCIL (Price Schedule Part B)		
I	On submission of Draft Capitalization guidelines and making presentation to DFCCIL Management on same. Item E of Scope of work is also part of this.	15%
II	On Acceptance of Final Capitalization guidelines and making presentation to DFCCIL Management on same	15%
III	On submission of Drat Computation of Capital cost, Depreciation, Useful life, Component cost, Fixed Asset Register as per suggested and approved methodology for selected Sections#	15%
IV	Final Computation of Capital cost, Depreciation, Useful life, Component cost, Fixed Asset Register as per suggested and approved methodology for selected Sections#	20%.
V	Final True up of Computation of Capital cost, Depreciation, Useful life, Component cost, FAR as per suggested and approved	10%

	methodology for selected Sections for period upto quarter ending the quarter in which Capitalization takes place#	
VI	Completion of Audit by Statutory/Independent Auditor#	15%
VII	Final Report on advisory on SAP after discussion with SAP Consultant and providing relevant inputs	5%
VIII	Final Report on advisory on TAC after discussion with TAC Consultant and providing relevant inputs	5%
Fee for Conducting training workshop (Price Schedule Part B)		
IX	Training workshops for imparting training to the employees of the Company on activities covered under 'Scope of Work' with focus on Company specific issues to be conducted at the Corporate Office of the Company.	Proportionate payment shall be released after conclusion of minimum two training sessions.

Scheduled dates of commissioning of both Sections will be informed to Consultant. In case of delay in actual commissioning by more than 3 months of any Section, in such case, For payment purposes, both Sections will be considered separately and proportionate payment can be released for relevant KD/milestone based on KMs for Section whose work has been completed.

Example If milestones related to Khurja-Bhaupur Section has been completed and there is delay in commissioning of Rewari-Palanpur Section by more than 3 months, in such case payment of Khurja-Bhaupur Section can be released.

4.0 Sub-Contracting

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

5.0 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.

6.0 Coordination

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

7.0 Extension of duration of Contract Period

The term of contract can be extended for a total period upto three years with mutually agreed terms and conditions

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SECTION VI : TENDER FORMS AND ANNEXURES

FORM I

TENDER FORM (On Letter head of Bidder)

To,
The General Manager/Finance/CAG
Dedicated Freight Corridor Corporation of India Limited,
Room No 402C,
4th Floor, Pragati Maidan Metro Station complex,
New Delhi – 110001.

Sub: Proposal for the work of “Consultancy Assignment for Capitalization of Assets of DFCCIL”.

Dear Sir / Madam,

1. I / We, hereinafter called “The Bidder”, have read and examined the following tender documents relating to the work " **Consultancy Assignment for Capitalization of Assets of DFCCIL**”:

PART – A

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

PART – B PRICE BID

2. I / We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in “**PART B – Price 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 INR 130500/-(-One lakh thirty thousand five 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.
9. Letter of Authority of the person signing on behalf of the Firm\ Consultant is enclosed.

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

Name_____

Signature_____ Designation_____

Date_____ Name of Bidder_____

DETAILS OF THE BIDDER (On Letter head of 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

Branch Office 3

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

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

5. Details of Key Personnel proposed to be deployed for the work at DFCCIL:-

Sl. No.	Personnel Name	Proposed Position/Area of expertise	TALLY Exposure	Qualification	Membership number	Years of experience
1.						
2.						

- Curriculum Vitae of Key Personnel proposed to be deployed for the work is to be enclosed with the bid documents.

6. Details of Firms/Consultants Experience in similar work -

Sl. No.	Name of the Company/Unit	Period	Nature of Work
1.			
2.			
3.			

7 Income Tax PAN No. of the Firm:

8 GST Registration No.

Signature of Authorized Signatory
Name & Seal of the Firm/Consultant.

FORM OF DECLARATION (On Letter head of Bidder)

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

DO HEREBY DECLARE THAT:

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

For and on behalf of the Bidder

Dated: _____ Sd/-
(To be Signed by Authorized Signatory)

**Declaration of eligibility (On Letter head of Bidder)
(By the Bidder)**

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

(Seal & Signature of the Bidder)

ECS –FORM

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

1. BIDDER'S NAME : _____
Address : _____

Phone/Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT OF BIDDER:

A. BANK NAME : _____
B. BRANCH NAME : _____
Address : _____

Telephone No. : _____

C. IFSC code of the Bank
(For payments through RTGS): _____

D. ACCOUNT TYPE
(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

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No.: _____

Dated: _____

To,

**Dedicated Freight Corridor Corporation of India Limited
Pragati Maidan 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: _____

CONTRACT AGREEMENT**Name of the Work: Consultancy Assignment for Capitalization of Assets of DFCCIL**

This contract agreement is made on the _____ Day of _____ 2019, between, on the one hand, **Dedicated Freight Corridor Corporation Of India Limited** (a Government of India Enterprise)(hereinafter called the “Client”) through its authorized signatory, _____, which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns of the ONE PART

and, on the other hand,

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Letter of Award;
 - (b) Bid Document (Tender Document) as referred to in clause 1.7 of Section III – Instruction to Bidders (ITB) and any amendment / corrigendum issued in relation thereto.

In the event of any inconsistency Special Conditions of Contract (SCC) shall prevail over the General Terms & Conditions of Contract (GCC).

2. The final contract price for the assignment shall be Rs. _____ (Rupees. _____). However, GST on fees as applicable shall be paid extra.

3. The mutual rights and obligations of the Client and the Firm/Consultant shall be as set forth in the Contract, in particular:
 - (a) the Firm\Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Firm / Consultant in accordance with the provisions of the Contract.

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

For and on behalf of

Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

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

For and on behalf of “Firm/Consultant”

Partner

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

Declaration for Labour Law Compliance

(On Letter head of Bidder)

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

(Signature with date)

Authorized Signatory

On the letterhead of the Department issuing the certificate.

Performa for Experience Certificate

To whomsoever it may concern

M/s Has been awarded the work "-----"
of this Company vide agreement No. dated and
completed the work satisfactorily.

Details of the work executed by M/s are as under :-

1. Name of work :
2. Agreement/ contract No. & date :
3. Date of start of work :
4. Actual Date of completion of work :
5. Awarded value of the contract :
6. Actual value of work done :
7. Performance of the Firm/ Consultant :

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

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

ANNEXURE-A

CHECKLIST

Bidders Name:

SN	Items Description	Reference	Enclosed
1.	Tender Form in original (duly signed & stamped)	Form I of Section VI	YES/NO
2.	Details of Bidder in Form II	Form-II of Section VI	YES/NO
3.	Duly signed Form III	Section VI read with Clause 5 (e) of NIT and clause 2.2(e) of ITB	YES/NO
4.	Duly signed Form IV	Clause 6 of NIT and clause 2.3 of ITB	YES/NO
5.	Duly filled Form V	Clause 3.5 of Section V : SCC	YES/NO
6.	Firm certificate of registration issued by the Governing Body / Institute.	Clause 5 (a) of NIT and Clause 2.2 (a) of ITB	YES/NO
7.	Proof of registered address of the firm.	Clause 5 (b) of NIT and Clause 2.2 (b) of ITB	YES/NO
8.	Certificate issued by the client to be submitted as proof of satisfactory completion of one similar work Also Letter of Award to be enclosed.	Clause 5 (c) of NIT, Clause 2.2(c) of ITB and Form IX	YES/NO
9.	Certified true Copy of audited annual accounts to be submitted as a proof of Payment/ Fees received	Clause 5 (d) of NIT and Clause 2.2 (d) of ITB	YES/NO
10.	Other certificates	Clause 5 (e) of NIT and Clause	YES/NO

		2.2 (e) of ITB	
11.	Cost of Bid document	Clause 2 (VII) of NIT read with clause 9.3.2 & clause 10.0 of ITB	YES/NO
12.	EMD / Bid Security	Clause 4.0 of ITB	YES/NO
13.	Authorization letter in favour of person signing the bid documents	Clause 6.0 of ITB	YES/NO
14.	Registration Certificate of GST	GCC Clause 8.1	YES/NO
15.	Price Bid	Part B read with clause 5.1 of ITB	YES/NO
16.	Complete bid document duly signed by bidder	Clause 9.3 of ITB	YES/NO
17.	Duly signed Form VIII	Form VIII in Section VI	YES/NO

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

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



DFCCIL

**(A Government of India Enterprise under Ministry of
Railways)**

CIN : U60232DL2006GOI155068

INVITATION TO BID

**Name of Work: Consultancy Assignment for Capitalization
of Assets of DFCCIL**

PART - B (PRICE BID)

Tender No. : 01/HQ/Fin/Capitalization/Tender/2019

September, 2019

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

PRICE SCHEDULE

The bidder is required to quote **LUMPSUM** Price for the **entire scope of Work as per Section II: Scope of Work.**

Name of work: Consultancy Assignment for Capitalization of Assets of DFCCIL

Schedule of quantity and prices

S.No	Description	Quantity	Amount (INR) (In figures)	Amount (INR) (In Words)
1	Consultancy assignment for Capitalization of Assets of DFCCIL	Lump sum		
2	Conducting training workshop (10 days)	Lump sum		
	TOTAL BID PRICE (1+2)			

GST on fees as applicable shall be paid extra

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

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