

D F C C I L

(A Government of India Enterprise under Ministry of Railways)

LIMITED TENDER DOCUMENT

**Name of Work: Maintenance of Accounts of DFCCIL for the
period of Two Years**

**Tender No. : DFCCIL/HQ/Maintenance of
Accounts/Contract Agreement/2015**

December, 2015

**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)

FINANCE DEPARTMENT

INVITATION TO BID

**Name of Work: Maintenance of Accounts of DFCCIL for the
period of Two Years**

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

**Tender No. : DFCCIL/HQ/ Maintenance of Accounts
/Contract Agreement/2015**

December, 2015

**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. Sealed Bids in ***Single Packet System*** are invited from undernoted **shortlisted firms** of Chartered Accountants who have been shortlisted for further Invitation of Bids and evaluation on Technical & Financial Grounds in “Request for Expression of Interest” for the work “Maintenance of Accounts of DFCCIL for the period of Two Years” opened on 07.08.2015 as per details given hereunder:-

1. S. K. Patodia & Associates,
2. UCC & associates,
3. Hingorani M. & Co.
4. AMAA & Associates
5. Sushil Jeetpuria & Co.

I	Tender reference No.: DFCCIL / HQ / Maintenance of Accounts/ Contract Agreement / 2015
II	Type of Tender: Limited Tender from the already shortlisted bidders in Expression of Interest (EOI)
III	Scope of Services: As per Section II – Scope of Work.
IV	Estimated Cost of Services: INR 107.08 Lacs (excluding service tax) for a period of two years
V	Duration of Work: Two Years
VI	Sale of bid documents: From 1100 Hrs. on 02.12.2015 and up to 1300 Hrs on 04.01.2016
VII	Period of Bid Validity: 120 days
VIII	Cost of bid documents: INR 5250/- (Five Thousand Two hundred fifty) including DVAT @ 5% Rs 250/-. Bid submitted without cost of bid document shall be rejected.
IX	Amount of Bid Security (EMD): INR 2,14,200/-(Two Lakhs Fourteen Thousand Two Hundred only)
X	Dead line for receipt of Bid: Up to 1500 Hrs. on 04.01.2016 Client's address for the receipt of bid documents: Addl. General Manager/Finance-III, DFCCIL, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
XI	Venue, time and date of bid opening: <u>Venue</u> : DFCCIL, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001 <u>Time and Date:</u> 1530 Hrs. on 04.01.2016

Cost of bid document and bid security is to be submitted in the form of crossed Demand Draft favouring “M/s DFCCIL” payable at Delhi

2. Complete Tender Document can be viewed at/downloaded from DFCCIL website www.dfccil.org. Interested parties may obtain Bid Document from the office of Additional General Manager/Finance/III, Room No: 518, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi. Phone : 011-23454788.
3. The bidders who wish to submit their bids for the aforesaid work shall have to meet the Eligibility Criteria given as here under:
 - a) The bidder should be a reputed firm of Indian Chartered Accountants in practice in India. **Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.**
 - b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of registered address of the firm be provided.**
 - c) The bidder must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar work (Maintenance of Accounts of a Government Company\ PSU registered under Companies Act 1956 or 2013) for a minimum value of 35% of the advertised tender value. **Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in FORM IX.**

OR

In case of ongoing work of similar nature (Maintenance of Accounts of a Government Company\ PSU registered under Companies Act 1956 or 2013) the total period of continuous work shall not be less than 24 Months and the minimum value of work done in the preceding 24 months shall be 35% of the advertised tender value. The period of 24 months shall be the period of 24 months ending one month prior to the bid opening date. **Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in FORM IX.**
 - d) The payment/fees received by the bidder in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the approximate value of the work mentioned in the tender. **Certified true Copy of audited annual accounts to be submitted as a proof along with bid documents. Unaudited financial statements certified by the Company auditor for the latest year, in case the audited statement for FY 2014-15 is not available.**
 - e) Each bidder must produce:
 - (i) The Service Tax registration no., PAN no., Registration certificate issued from the appropriate Govt.\agency for the Firm;
 - (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.
4. The bidder should have not been banned/de-listed/de-barred from business by any PSU/Govt. Company during last 03 (three) years.
5. In the event of the specified date for the submission of bids being declared a holiday for the Client, the Bid will be received up to the specified time on the next working day.

6. 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.org. Therefore, the bidders are advised to visit the site regularly before deadline for submission of bids.
7. 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.
8. 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.
9. If tender document is downloaded from website, cost of the tender document shall have to be deposited along with the bid in a separate envelope failing which the offer shall be liable to summarily rejected.
10. Client reserves the right to cancel the tendering process at any time before award of Work without assigning any reasons thereof.

Addl. General Manager Finance –III
DFCCIL/HQ
Ph. 011-23454788

SECTION II : SCOPE OF WORK

1.0 SCOPE OF WORK OF MAINTENANCE OF ACCOUNTS

1.1 Period of Assignment: Period of assignment for the work to be undertaken by the Firm/Consultant will be for the period of Two Years (starting from the date mentioned in the letter of award) and can be extended for another one year on same terms and conditions at the sole discretion of the DFCCIL. The work will be completed on submission all the MIS reports for the last month and successful handing over of the records\details\data to the successors\ Client.

1.2 Functions related to accounting :

- a. Accounting of all payments and receipts, liabilities and assets using standard accounting package such as SAP/Tally/ERP for Accounting and MIS purposes.
- b. Maintenance of records of all accounting vouchers and supporting bills/vouchers.
- c. Assigning head of allocation to accounting vouchers of contractors and other bills received from Units and corporate office, wherever required, and booking of all such vouchers in the Accounting Software.
- d. Preparation of the Company's financial statements at the end of each interim period i.e. end of each quarter as well as at the end of Financial Year, the financial year and other periodical Accounts and Balance sheets, if required.
- e. Preparation of Quarterly Fixed Assets Register for Calculation of Depreciation as per Company's Act. 2013 and as per Company Policy.
- f. Guidance on formation of Accounting Policies of the Company required for compliance of the requirements of the Companies Act, 2013 and other statutes.
- g. Preparation of presentations of financial information for Audit Committee and BOD meetings.
- h. Co-ordination with branches/ units for bills and vouchers.
- i. Giving necessary guidance in the matter of operation of the relevant heads of accounts and in the establishment of the accounting system to meet the requirements as per MOU/any other agreement executed with the Ministry of Railways.
- j. Maintenance of soft copy of all transactions and quarterly and annual accounts on regular basis.
- k. Preparation of Bank Reconciliations of all banks on monthly basis.
- l. Co-ordination with Internal Auditors (Quarterly basis), Statutory Auditors, Tax Auditors, World Bank Auditors and Auditors from C&AG etc.
- m. To provide all the necessary and satisfactory information & explanations about the accounting procedures and policies to the management and to the Company's auditors.
- n. Development and continuous upgrading of a suitable MIS for management reporting.

- o. Preparation of the daily, weekly, monthly, quarterly and annual MIS reports as per the requirement of the organization and their submission to the management.
- p. Preparation of CPM wise expenditure on monthly basis.
- q. Preparation of various details for management requirements, as and when required.
- r. Any other related service assigned by DFCCIL.

1.3 **Functions related to Taxation :**

- a. Computation and depositing with appropriate authority quarterly advance tax as well as annual tax as required to be paid under the provisions of the Income Tax Act, 1961 on the basis of books of accounts and further information furnished.
- b. Advising the company and depositing with appropriate authority requisite tax deduction at source (TDS) for salary and non-salary payments\provisions as required under the Income Tax Act, 1961.
- c. Preparation of quarterly and annual TDS return for Salary and non-salary portions and submission of the same to the Income Tax Department.
- d. Issue and signing of form 15CB in case of foreign currency.
- e. Advising the Company and depositing with appropriate authority requisite service tax as required under Service Tax Rules 1994 (as amended). Preparation of quarterly, half yearly and annual Service Tax return for and submission of the same to the Service Tax Department.
- f. Checking of WCT and WCT returns as per VAT\Sales Tax Act and to ensure their timely deposit with the State Governments and preparation of the monthly challans for payment of all Taxes and other related matters.
- g. Preparation and filing of annual WCT Returns as per the requirement of VAT\Sales Tax Act.
- h. In case of Tax Scrutiny, preparation of details required by the Tax Authorities.
- i. Liaising with income tax\ Service tax\ Sales Tax department in respect of any taxation issue.
- j. Any other related function by mutual agreement.

Advisory function to be discharged by the consultant shall be only in respect of routine matters of Income tax, TDS, WCT & Service Tax deduction, deposit and filing of returns. The Expert advice on the complex issues in Income Tax Act and/ or Service Tax, VAT shall be referred to the Experts on the subject on the written request of the consultant and further approval of the Corporate Accounts and Taxation department of DFCCIL.

1.4 **Generation of MIS Reports :**

A. MONTHLY BASIS:

- 1. Expenditure Statement -CPM wise project expenditure;
- 2. Expenditure Statement -Position of advances to Zonal Railways and Non-Railways;
- 3. Bank Reconciliation Statement of all the bank Accounts;
- 4. Maintenance of salary data employee wise, Unit wise and component of pay wise together with any MIS report required;
- 5. Maintenance and Updating of stale cheque ledger/register;

6. Maintenance and Updating of TA/DA advance ledger/register;
7. Maintenance and Updating of Medical advance ledger/register;
8. Maintenance and Updating of LTC advance ledger/register;
9. Maintenance and Updating of Advance for Expenses ledger/register;
10. Maintenance and Updating of Earnest money Deposit ledger/register;
11. Maintenance and Updating Security deposit (against Project work) ledger/register;
12. Intimation of Adverse Balances if any as per the nature of General Ledger to be provided;
13. Binding of all accounting vouchers together with bills including the contractor bills;
14. Details of EAP (Loan) disbursements; and
15. Any other related statement as per DFCCIL's requirement.

B. QUARTERLY BASIS:

1. Issue of form 16A;
2. Reply to quarterly internal audit report and compliance therewith;
3. Maintenance of SPVs' details:
 - a) Debt equity ratio;
 - b) Share of Equity Participants;
4. Up-dating of the details in the fixed assets register;
5. Working out turnover, net-worth, and other ratios of DFCCIL on preparation of accounts; and
6. Any other related function as per DFCCIL's requirement.

C. HALF-YEARLY BASIS:

1. Working out interest payable on borrowed funds;
2. Working out accrual of and saving in D&G charges on overall project cost;
3. Any other related function as per DFCCIL's requirement.

D. YEARLY BASIS:

1. Issue of form-16;
2. Preparation of Balance Sheet for each of the World Bank- funded projects;
3. Preparation of the Summarized Financial Result (SFR) as required by the CAG auditors;
4. Reply to the statutory auditor's report;
5. Reply to the half margins raised by the CAG auditor's;
6. Preparation of Turnover details for DFCCIL on yearly basis since inception;
7. Preparation of details of WCT deduction and issuance of certificates to the contractors ;
8. Working out employee wise perquisites and tax payable thereon;
 - a) Lease payment details – Lease paid and recovered employee wise;
 - b) Furnishing allowance – employee wise;
 - c) Perquisite on Multi-purpose advance \ Car Advance: differential interest;
 - d) Medical allowance over Rs. 15000/- employee wise; and
 - e) Reimbursement on account of curtailed passes;
 - f) Any other related function;
9. Any other related function/statement as per DFCCIL's requirement.

E. ON REQUIREMENT BASIS:

1. Details w.r.t. the funds received by DFCCIL from MOR, JICA, the World Bank and others;
2. Preparation of the Data Sheet for Public Sector Survey for DPE;
3. Preparation of the Data Sheet for MOU related information for DPE;
4. Any information / statement to be derived from DFCCIL accounts required by management.

1.5 Manpower Deployment :

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

- a) One Partner (Chartered Accountant having 15 years post qualification experience) to visit once in a week and as and when required.
- b) One Qualified Chartered Accountant (Team Leader) having minimum 5 years post qualification experience and preferably conversant with working in SAP environment and preferably DISA/CISA.
- c) Two Qualified Chartered Accountant having minimum 3 years post qualification experience and preferably conversant with working in SAP environment.
- d) Six Accounts Assistants with B. Com\ Semi qualified Chartered\Cost Accountant having minimum 3 years' experience and preferably conversant with working in SAP environment. Preference shall be given to semi qualified Chartered\Cost Accountant.
- e) One support staff for record keeping and keeping Vouchers/registers /details etc in safe custody and for providing the vouchers to the staff (DFCCIL as well as consultant)\ Auditors.
- f) Out of the total requirement of three Qualified Chartered Accountants and six senior accountants at least one chartered accountant and three senior accountants should have a minimum one year working experience in SAP environment. Certificate to this effect giving details of experience is to be given by the bidder along with the bid documents.

The Firm/ Consultant shall maintain attendance record of the staff deployed at a to e above and submit the same to the designated representative of DFCCIL for verification on daily basis.

1.5.2 Except as the DFCCIL may otherwise agree, no changes shall be made in Key Personnel. Notwithstanding the above, the substitution of Key personnel during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of

equivalent or better qualifications and experience, and at the same rate of remuneration.

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

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

1.6 Outstation/site visit :

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

SECTION III: INSTRUCTION TO BIDDERS (ITB)

1.0 GENERAL

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

PART – A

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

PART – B

PRICE SCHEDULE

2.0 ELIGIBLE BIDDERS

- 2.1 The invitation of bid is open to shortlisted bidders in Expression of Interest (EOI) subject to being 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 firm of Indian Chartered Accountants in practice in India. **Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.**
 - b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of registered address of the firm be provided.**
 - c) The bidder must have satisfactorily **completed** in the last three previous financial year and the current financial years up to the date of opening of the tender, one similar work (Maintenance of Accounts of a Government Company\ PSU registered under Companies Act 1956 or 2013) for a minimum value of 35% of the advertised tender value. **Certificate to this effect issued by the client to be submitted as proof along with bid documents.**

OR

In case of ongoing work of similar nature (Maintenance of Accounts of a Government Company\ PSU registered under Companies Act 1956 or 2013) the total period of continuous work shall not be less than 24 Months and the minimum value of work done in the preceding 24 months shall be 35% of the advertised tender value. The period of 24 months shall be the period of 24 months ending one month prior to the bid opening date. **Certificate to this effect issued by the client to be submitted as proof along with bid documents.**

- d) The payment/fees received by the bidder in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the approximate value of the work mentioned in the tender. **Certified true Copy of audited annual accounts to be submitted as a proof along with bid documents. Unaudited financial statements certified by the Company auditor for the latest year, in case the audited statement for FY 2014-15 is not available.**
- e) Each bidder must produce:
 - (i) The Service Tax registration no., PAN no., Registration certificate issued from the appropriate Govt.\agency for the Firm;
 - (ii) A declaration that the information furnished with the bid documents is correct in all respects; and
 - (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

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

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

3.0 COST OF BIDDING:

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

4.0 EARNEST MONEY / BID SECURITY

4.1 Earnest Money Deposit of Rs. **2,14,200.00 (Rupees Two Lakhs Fourteen Thousand Two Hundred only)** shall accompany the Bid. The EMD offered shall be in the form of a crossed Bank Draft / Bankers Cheque in favour of DFCCIL payable at Delhi.

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

- 4.3 The Earnest Money may be forfeited:
- a) if the Bidder withdraws the Bid after bid opening or varies any terms & conditions in regard thereto during the period of Bid validity; or
 - b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practices; or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit i) to sign the Agreement; and/or ii) Furnish the required Performance Security Deposit; or iii) refuses to enter into a contract after being awarded the contract or does not commence work within stipulated time after the award.

5.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

- 5.1 The bidder shall quote rates in '**Part-B - Price schedule**', for the entire **Scope of work as detailed out in "Section II – Scope of Work"**. Bids based on a system of pricing other than that specified shall be rejected. The bid prices shall be in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English. Failure to comply with these requirements will render the bid liable for rejection.
- 5.2 The bidder is required to quote **LUMPSUM MONTHLY PRICE** for Professional Charges for the first year (starting from the date mentioned in the letter of award). First Year price will be increased by 10 % to determine the monthly price for second year. For Visits to Units, if authorized by the client, the consultant team will be reimbursed, to & fro journey fare by Air or Rail (Journey should be performed by the shortest route in the entitled class) and lodging & boarding expenses. The entitlements for travelling, boarding & lodging expenses shall be **as detailed under Clause 1.0- Payment terms & conditions of Section V - Special Conditions to the contract (SCC)**. No additional payment will be admissible on any account. However, service tax on fees as applicable shall be paid extra.

6.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

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

7.0 CHECK-LIST

The bidders are requested to duly fill in the checklist as per **Annexure-C**. 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 SUBMISSION OF BIDS

All bids / quotation shall be submitted "in sealed cover" in one packet only which should be superscribed as "Maintenance of Accounts of DFCCIL for the period of Two Years (starting from the date mentioned in the letter of award)." NIT No., Date of Opening and addressed to the Addl. General Manager/Finance-III, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001, and dropped in the Tender Box kept in the Corporate Office of DFCCIL latest by **1500 hrs on 04.01.2016** positively. The bid should include the original bid documents duly signed and stamped. The Bid received late or after the prescribed due date and time of receipt as mentioned in NIT will not be entertained. DFCCIL will not be responsible for any postal delay.

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.

10.0 BID VALIDITY

The bid shall remain valid for a period of 120 Days from the date of opening.

DFCCIL will make its best effort to complete the award process within the proposal's validity period. However, should the need arise, the DFCCIL may request, in writing, all bidders who submitted bid prior to the submission deadline to extend the bid's validity.

11.0 ALTERNATIVE PROPOSALS BY BIDDERS

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

12.0 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.

13.0 BID EVALUATION CRITERIA

- 13.1 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.
- 13.2 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.
- 13.3 The bids satisfying the eligibility criteria as set out in Clause 2 of Section III : Instructions to bidders, only will be evaluated by the technical evaluation committee as per the clause 13.4 & 13.5 below.

13.4 **Method of selection:** Combined Quality cum Cost Based Selection (CQCCBS)

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

13.5 **Technical\Selection criteria (point allocation) for bidders:**

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

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

-----X-----

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

1.0 DEFINITION OF TERMS

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

2.0 FIRM/CONSULTANT'S AGENTS/EMPLOYEES

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

3.0 AWARD OF CONTRACT

- 3.1 DFCCIL will intimate the award of Work in writing to the successful bidder by issuing Letter of acceptance\award accepting the proposal of the bidder. The contract will be awarded to the eligible and responsive bidder achieving the highest combined technical and financial score in conformity with the requirements of these documents and DFCCIL shall be the sole judge in this regard.

- 3.2 DFCCIL reserves the right of rejecting/accepting either the whole or any part of the proposal. The Firm/Consultant shall be fully responsible and shall be bound to perform the job allocated to him at his quoted rates and terms and conditions that have been accepted by Firm/Consultant.
- 3.3 DFCCIL reserves the right to assess bidder's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.

4.0 EFFECT AND JURISDICTION OF CONTRACT

- 4.1 The contract shall be considered as having come into force from the date 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 for the period of Two Years (starting from the date mentioned in the letter of award) and can be extended for another one year on same terms and conditions at the sole discretion of the DFCCIL. The work will be completed on submission of all the MIS reports for the month ending on contract completion date and successful handing over of the records\details\data to the successors\ Client. The Firm/ Consultant shall depute its staff as appropriate for smooth handing over of the records\details\data to the successors\ Client.

6.0 SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE

- 6.1 Security deposit of 5% of CONTRACT VALUE will be recovered @ 10% from each running bill of successful bidder till the total security deposit amount available is 5% of the contract value. No other mode of Bank Guarantee or FDR shall be accepted as security deposit. The amount of security deposit will be retained till the 60 days period after the completion of contract. EMD of the successful bidder shall be retained by DFCCIL and will be adjusted as a part of total security deposit.
- 6.2 On acceptance of tender the successful bidder shall have to submit Performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, New Delhi. The Performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be valid up to three months beyond expiry of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.
- 6.3 The Security deposit and Performance guarantee is intended to secure the satisfactory Performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Security deposit and\ or Performance guarantee. However, it is not to be construed as limiting the recoverable under the contract.
- 6.4 Format of Performance Bank guarantee to be submitted by the successful bidder is attached as **FORM VI in Section VI.**

7.0 TERMINATION OF CONTRACT

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

8.0 TAXES, DUTIES, LEVIES ETC.

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

9.0 EXTENSION OF TIME

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

10.0 FORCE MAJEURE

- 10.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 10.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and

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

11.0 SUSPENSION OF WORK

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

12.0 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

12.1 During the period of their inability to perform the Services as a result of an event of Force Majeure under **clause 10.0** or Suspension of work under **clause 11.0**, the Firm / Consultants shall be entitled for compensation as may 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 PENALTY

21.1 The Client may, at his discretion, impose penalty on the Firm/ Consultant with an overall ceiling of up to 5% of the contract price during the currency of contract, if he is not satisfied with the overall performance of the Firm/ Consultant after giving due notice to the Firm/ Consultant for the areas of deficiency and for improvement of the same.

21.2 Notwithstanding anything contained in 21.1 above, if the nature of failure to perform a particular activity still require specific performance by the Firm/ Consultant only, the Firm/ Consultant must ensure to perform the concerned activity in reasonable time. Failure to perform within reasonable time, depending upon the importance of the activity, may result into termination of the contract.

22.0 CONFLICT OF INTEREST.

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

23.0 DEFENCE OF SUITS

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

24.0 SETTLEMENT OF DISPUTES

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

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

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

contract.

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

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

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

24.4.3 The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Client shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause 24.4.1 & 24.4.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

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

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

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

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

----X----

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

1 PAYMENT TERMS & CONDITIONS

- 1.1 The professional fees for a month as per the Price Schedule shall be paid in the following month, along with applicable service tax on receipt of tax invoice from the consultant. The requisite MIS reports as per clause 1.4 of Section II : Scope of Work shall be enclosed along with the invoice. Attendance Records of the staff deployed shall also be enclosed with the invoice. The Firm/Consultant has to submit a certificate for compliance of all statutory labour laws for the staff employed.

1.2 TRAVELLING, BOARDING & LODGING EXPENSES

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

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

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

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

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

The Firm/Consultant shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type (Saving/ Current), Bank A/c No. and IFSC code no. of the bank in **Form V in SECTION VI**, a cancelled cheque of the said bank.

SECTION VI : PROPOAL FORMS AND ANNEXURES

FORM I

TENDER FORM

To

Addl. General Manager/Finance-III
Dedicated Freight Corridor Corporation of India Limited
Room No 518,
5th Floor, Pragati Maidan Metro Station complex,
New Delhi – 110001

Sub: Proposal for the work of “Maintenance of Accounts of DFCCIL for the period of Two Years (starting from the date mentioned in the letter of award)”.

Dear Sir,

1. I / We, hereinafter called “The Bidder”, have read and examined the following tender documents relating to the work " Maintenance of Accounts of DFCCIL for the period of Two Years (starting from the date mentioned in the letter of award)":

PART – A

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

PART – B

PRICE SCHEDULE

2. I / We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in “**PART B – Price Schedule**” and within the period(s) of completion as given in GCC and subject to such terms and conditions as stipulated in the contract.
3. I/We agree to keep this tender open for acceptance for a period of 120 Days from the date of opening of bid. I/We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our bid.
4. A sum of **2,14,200.00 (Rupees Two Lakhs Fourteen Thousand Two Hundred only)** only is hereby enclosed in form of Demand Draft/ Banker Cheque issued by a Nationalized or Scheduled Bank of India as Earnest Money. I/We agree that if I/we fail to keep the validity of tender open, as aforesaid and /or I/we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord and/or fail to

commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, I/we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

5. Should this tender be accepted, I/we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.
6. I/We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.
7. Unless and until a formal agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding contract between us. I/We understand that DFCCIL is not bound to accept the lowest or any offer it may receive. If our offer is accepted, we undertake to complete the whole/ or part portions of the work as awarded to us within the time stated herein.
8. The particular of our Organization & other relevant details as per the requirement of bid documents are enclosed.
9. Letter of Authority of the person signing on behalf of the Firm\ Consultant is enclosed.

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

Name_____

Signature_____ Designation_____

Date_____ Name of Bidder_____

DETAILS OF THE BIDDER

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

Head Office:

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

Branch Office 1

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

Branch Office 2

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

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

5. Details of ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) in the Firm who are with the Firm for a minimum period of one year as on date of application:

Sl No.	Name	Membership No. of respective Institute	Membership Status of ACA/ACMA/ FCA/ FCMA	Date of joining the firm
1.				
2.				
3.				

6. Details of ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification :

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

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

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

8. Details of Semi-qualified Assistants (CA /Cost Intermediates/ B. Com. Graduates) employed with the Firm:

Sl. No.	Name of the Assistant	Whether Cost/ Chartered Intermediate/ B. Com	Date of joining the firm as a Semi-Qualified Assistant
1.			
2.			
3.			

9. Details of Qualified Assistants/ Semi-qualified Assistants conversant with working in SAP environment :

Sl. No.	Name	Whether ACA/ACMA /FCA/ FCMA/ Cost/ Chartered Intermediate / B. Com	Qualification\ Experience of working in SAP environment (Certificate to this effect giving details of experience is to be given by the bidder along with the bid documents)
1.			
2.			
3.			
4.			

- 10.**Details of experience of the Firm/Consultant, in 6 previous financial years and the current financial year up to the date of opening of the tender, in Infra Sector PSU Company, registered under Companies Act, engaged in activities like Construction of Railways, Roads/Highways, Airport, Metro Rail, Sea Port, Power Projects etc. for maintenance of Accounts of a company :

Sl. No.	Name of the Company/Unit	Year	Maintenance of Accounts
1.			
2.			
3.			

- 11.**Details of experience of the Firm/Consultant, in 6 previous financial years and the current financial year up to the date of opening of the tender, in maintenance of Accounts of a Railway PSU company registered under Companies Act :

Sl. No.	Name of the Company/Unit	Year	Maintenance of Accounts
1.			
2.			
3.			

- 12.**Details of Experience in other assignments:

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

- 13.**Income Tax PAN No. of the Firm:

- 14.**Service Tax Registration No. :

Signature of Authorized Signatory with
Name & Seal of the Firm.

FORM OF DECLARATION

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

DO HEREBY DECLARE THAT:

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

For and on behalf of the Bidder

Dated:

Sd/-
(To be Signed by Authorized Signatory)

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

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

(Seal & Signature of the Bidder)

ECS –FORM

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

1. BIDDER'S NAME : _____
 Address : _____

 Phone/Mobile No. : _____

2. PERTICULARS 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.

(Continued from page1, BG No. _____, Dated _____)

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

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

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

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

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

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

(Continued from page2, BG No._____, Dated_____)

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

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

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

Notwithstanding anything to the contrary contained hereinbefore:

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

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

Bank Seal
seal

Signature of Bank Authorized Official with

Name: _____

Designation:

Address: _____

Witness:

1. Name : _____

Designation: _____

Address: _____

2. Name : _____

Designation: _____

Address: _____

CONTRACT AGREEMENT

Name of the Work: Maintenance of Accounts of DFCCIL for the period of Two Years (*Period to be specified*).

This contract agreement is made on the _____ Day of _____ 2015, 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, AGM/Finance/III , which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns of the ONE PART

and, on the other hand,

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

2. The final contract price for the assignment shall be Rs. _____ (Rupees. _____). However, service tax 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

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)

Authorised 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 Maintenance of Accounts of this Company vide agreement No. dated and completed the work\ is executing 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 :
(if contract has been completed)
5. Awarded value of the contract :
6. Actual value of work done :
(if contract has been completed)
7. Value of work done :
(For on going contract)
Billing amount and period for FY 2013-14
Billing amount and period for FY 2014-15
Billing during Year 2015- till one month
Prior to the bid opening date
8. Performance of the Firm/ Consultant :

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

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

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

SL. NO.	PARTICULARS	POINTS TO BE ALLOCATED	MAXIMUM POINTS
1.0	Year of Establishment of the Firm/Consultant	1 (one) per year in existence (fraction of the year to be ignored)	18 (Eighteen)
2.0	No. of ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) in the Firm who are with the Firm for a minimum period of one year as on date of application.	a. 2 (two) for each Partner who is ACA/ACMA b. 3(three) for each Partner who is FCA/FCMA	30 (Thirty)
3.0	Number of ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification	2 (two) per ACA/ACMA/FCA/FCMA	4 (Four)
4.0	Number of ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with IFRS certification/ diploma or similar qualification	1 (one) per ACA/ACMA/FCA/FCMA	2 (Two)
5.0	No. of Semi-qualified Assistants (CA /Cost Intermediates/ B. Com. Graduates) employed with the Firm.	1 (one) per Semi-qualified assistant	14 (Fourteen)
6.0	No. of Qualified Assistants/ Semi-qualified Assistants conversant with working in SAP environment.	2 (two) per person	8 (Eight)
7.0	Experience of the Firm/Consultant, in 6 previous financial years and the current financial year up to the date of opening of the tender, in Infra Sector PSU Company, registered under Companies Act, engaged in activities like Construction of Railways, Roads/Highways, Airport, Metro Rail, Sea Port, Power Projects etc. for maintenance of Accounts of a company.	3 (three) per year (fraction of the year more than six months will be taken as complete year)	12 (Twelve)

8.0	Experience of the Firm/Consultant, in 6 previous financial years and the current financial year up to the date of opening of the tender, in maintenance of Accounts of a Railway PSU company registered under Companies Act.	3 (three) per year (fraction of the year more than six months will be taken as complete year)	12 (Twelve)
	Total points		100 (Hundred)

-----X-----

COMBINED QUALITY AND COST EVALUATION

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

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

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

Where,

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

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

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

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

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

T = 70 % and

P = 30 %

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

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

-----X-----

ANNEXURE-C**CHECKLIST**

Bidders Name:

SN	Items Description	Reference	Enclosed
1.	Tender Form in original (duly signed & stamped)	Form I of Section VI	YES/NO
2.	Details of Bidder in Form II	Clause 13.5 of ITB & Form-II of Section VI	YES/NO
3.	Duly signed Form III	Section VI read with Clause 3 (e) of NIT and clause 2.2(e) of ITB	YES/NO
4.	Duly signed Form IV	Clause 4 of NIT and clause 2.3 of ITB	YES/NO
5.	Duly filled Form V	Clause 1.3 of Section V	YES/NO
6.	Firm certificate of registration issued by the Governing Body / Institute.	Clause 3 (a) of NIT and Clause 2.2 (a) of ITB	YES/NO
7.	Proof of registered address of the firm.	Clause 3 (b) of NIT and Clause 2.2 (b) of ITB	YES/NO
8.	Certificate issued by the client to be submitted as proof of satisfactory completion of one similar work	Clause 3 (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 3 (d) of NIT and Clause 2.2 (d) of ITB	YES/NO
10.	Other certificates	Clause 3 (e) of NIT and Clause 2.2 (e) of ITB	YES/NO
11.	Cost of Bid document in case same is downloaded from website	Clause 1 read with clause 9 of NIT	YES/NO
12.	EMD / Bid Security	Clause 4.0 of ITB	YES/NO
13.	Authorization letter in favour of person signing the bid documents	Clause 6.0 of ITB	YES/NO
14.	Registration Certificate of Service Tax	GCC Clause 8.1	YES/NO
15.	Price Schedule	Part B read with clause 5.1 of ITB	YES/NO
16.	Complete bid document duly signed by bidder	Clause 9.0 of ITB	YES/NO

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

*The Bid documents should be serially numbered and properly indexed

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

FINANCE DEPARTMENT

INVITATION TO BID

**Name of Work: Maintenance of Accounts of DFCCIL for the
period of Two Years**

PART - B (PRICE SCHEDULE)

**Tender No. : DFCCIL/HQ/ Maintenance of Accounts
/Contract Agreement/2015**

December, 2015

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

PART B

PRICE BID

The bidder is required to quote **LUMPSUM MONTHLY PRICE** for Professional Charges for the first year (starting from the date mentioned in the letter of award) for the **entire scope of Work as per Section II: Scope of Work**. First Year price will be increased by 10 % to determine the monthly price for second year.

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

S.N.	Particulars	Amount in figures (Rs.)	Amount in words (Rs.)
1.	Lump sum Monthly Remuneration for the First Year (starting from the date mentioned in the letter of award)		

Service tax on fees as applicable shall be paid extra.

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